



Deposition of:
Richard Walton

May 29, 2020

In the Matter of:
**Redstone International Inc vs. Liberty
Mutual Fire Insurance Co et al**

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA
WHEELING DIVISION

REDSTONE INTERNATIONAL, INC.,

Plaintiff

Civil Action No.

vs.

5:18-cv-175

LIBERTY MUTUAL FIRE INSURANCE

COMPANY and THE INSURANCE

MARKET, INC.,

Defendants

_____/

The virtual deposition of RICHARD WALTON was held on Friday, May 29, 2020, commencing at 9:29 a.m., at the residence of the deponent, 1677 Northgate Drive, Pittsburgh, Pennsylvania 15241, before Oneeka S. Hill, Notary Public.

REPORTED BY: Oneeka S. Hill

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21 (Appearances continued on the next page.)

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21 ALSO PRESENT: HEATH KEFOVER

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Virtual deposition of Richard Walton

May 29, 2020

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PROCEEDINGS

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Whereupon,

RICHARD WALTON,

called as a witness, having been first duly sworn to tell the truth, the whole truth and nothing but the truth, was examined and testified as follows:

EXAMINATION BY MR. FITZGIBBON:

Q Good morning, Mr. Walton. How are you?

A Good. How are you?

Q I'm all right. My name is Tim Fitzgibbon. I'm one of the attorneys for Liberty Mutual Insurance Company in the lawsuit that Redstone has initiated against Liberty Mutual and The Insurance Market, Inc.

I'm going to be asking you some questions today about different issues in that case. I understand you've been deposed before, correct?

A Yes.

Q How many times?

A Five or six, probably.

1 Q Okay. You're probably familiar with the
2 rules, but I'll just run over them quickly. The
3 court reporter will be taking down my questions and
4 your answers, as well as any questions and answers
5 related to the other parties.

6 Particularly today, since we're doing
7 this remotely, it's difficult enough when we're all
8 sitting around a table --

9 A Sure.

10 Q -- for the court reporter to get
11 everything if you and I are talking at the same
12 time. So I will try to wait for you to finish your
13 answers before I start asking another question, and
14 I would appreciate it if you would extend the same
15 courtesy and wait for me to finish my questions
16 before you start your answers. It'll just make life
17 easier for the court reporter.

18 It would also help if you can speak
19 slowly and clearly. Again, sometimes we get a
20 little bit of delay because of the internet
21 connection. So if you can be as clear as possible,

1 it would be a big help.

2 A Sounds good, yes.

3 Q Okay. We'll introduce exhibits and
4 we'll introduce them electronically over the Exhibit
5 Share, and you're connected to the Exhibit Share
6 now, correct?

7 A Yes, sir. I see, I see Exhibit Share
8 Redstone depositions and it's marked exclamation
9 marked exhibits, but the folder is empty.

10 Q Okay. We'll try one shortly and make
11 sure that it works.

12 If you need a break at any time -- I'll
13 try to take a break during the morning, we'll take a
14 lunch break, but if you need a break any time, just
15 speak up and we'll try to take a break.

16 If you are unable -- or, if I ask a
17 question, and sometimes I do, that you don't
18 understand, please feel free to ask me to rephrase
19 it. If you answer I'm going to assume that you
20 understood the question and answered to the best of
21 your ability. Okay?

1 A Uh-huh. Sounds good.

2 Q Where are you right now?

3 A I am in my office in Belle Vernon,
4 Pennsylvania. It's one of my field offices.

5 Q Did you say Malvern?

6 A Belle Vernon.

7 Q Okay, Belle Vernon. And what is your
8 residence address please?

9 A 1677 Northgate Drive, Pittsburgh,
10 Pennsylvania 15241.

11 Q Thank you. Where is your office
12 normally?

13 A I have an office in Canonsburg as well,
14 at Southpointe.

15 Q Okay. Is anyone else in your office
16 with you right now?

17 A There is not anyone in my office, in my
18 individual office, in the building there is other
19 people.

20 Q Okay. And you have your cell phone with
21 you right now?

1 A Uh-huh. I do.

2 Q And again, I'm just going to ask that
3 during the deposition you do not communicate with
4 anyone --

5 A Sure.

6 Q -- over your cell phone or over your
7 computer?

8 A And I just want to -- I have -- I might
9 ask you just like every 15 minutes, if I can just
10 look at my phone, would that be okay; just because
11 people will have questions for me and -- related to
12 my day-to-day operations of my business?

13 Q I certainly don't mind taking a break
14 every hour, or so, for you to do that. I think
15 doing it every 15 minutes will be a little
16 disruptive to the deposition.

17 A Okay, that's fine.

18 Q You just speak up when you need to check
19 your e-mail and we'll take a break.

20 A Okay. Very good. I will. Thank you
21 very much.

1 Q And, do you understand that today,
2 you'll be testifying as to certain issues in a
3 capacity as the corporate representative of Redstone
4 International, Inc.?

5 A Yes. Yes.

6 Am I the -- I didn't know if I'm the --
7 am I the sole corporate representative for Redstone,
8 International or --

9 Q Let's try to help you with that and
10 we'll try one of the exhibits and see how we do.

11 You should be getting what I'm going to
12 mark as RW-1, and you may have to hit your refresh
13 button the Exhibit Share.

14 Have you gotten that?

15 (Walton Exhibit 1 was marked for
16 purposes of identification.)

17 A I just pushed the refresh button. Got
18 it.

19 Q What I've marked as Exhibit No. 1 is an
20 Amended Notice of Deposition for the corporate
21 designee of plaintiff, Redstone International, Inc.

1 Do you see that?

2 A I do.

3 Q And have you seen this document before?

4 A I have.

5 Q When did you see it?

6 A I don't remember, but, I mean, I've --
7 I'm sure I've -- I mean, I've been -- you know --
8 I've seen all the e-mails that have transpired
9 related to it. So I'm sure I have opened it and
10 looked at it. I don't recollect the exact of it.

11 Q Okay. If you would scroll to the last
12 page, it should be Exhibit A deposition topics, do
13 you see that?

14 A Yeah, I do see that.

15 Q Okay. And when you asked me earlier
16 whether you were the corporate designee and the sole
17 corporate designee for everything, I believe that
18 Redstone has designated you for topics as the
19 corporate designee for topics 3 through 11.

20 A Sounds good.

21 Q Okay. And, you are not the sole

1 corporate designee with respect to some of those
2 topics. Okay?

3 A Sounds good. Thank you.

4 Q So you understand that when I ask you
5 questions about topics 3 through 11 today, your
6 answers will be the answers of Redstone
7 International, Inc., and will be binding on
8 Redstone, correct?

9 A Understood.

10 Q Okay. Now, you mentioned earlier that
11 you were deposed maybe five or six times before.

12 Were you deposed in any underlying
13 actions in this case?

14 MR. JACKS: Excuse me, Tim. Can we just
15 go ahead and load my designation there, so he could
16 see there -- I think some of those there were
17 combination designations. I think he was --

18 MR. FITZGIBBON: Let me go back and get
19 it from -- I believe we marked it at Terry
20 Cunningham's. So let me get it from Terry
21 Cunningham's.

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1 MR. JACKS: Thanks. I just want him to
2 see how that was spread out.

3 MR. FITZGIBBON: No problem. It'll take
4 me a minute to find it.

5 There it is. Bear with me while I get
6 it into this.

7 BY MR. FITZGIBBON:

8 Q All right. You should have the
9 plaintiff's designation of 30 B6 witnesses. Do you
10 see that?

11 A Do I have to -- I went back. Yeah, and
12 I'm refreshing.

13 Q Yep.

14 A There we go.

15 Q Do you have it?

16 A I do, sir.

17 Q All right. I'm going to mark that as
18 RW-2, and if you will scroll to page -- pages 2 and
19 3.

20 (Walton Exhibit 2 was marked for
21 purposes of identification.)

1 A Uh-huh.

2 Q You'll see that with respect to topic
3 No. 3, you and Mr. Terry Cunningham were the
4 corporate -- designated as the corporate designees
5 of Redstone. You are the sole designee with respect
6 to 4 and 5, and you and Mr. Heath Kefover are the
7 corporate designees with respect to topics 6 through
8 9, and you are the sole designee on topics 10 and
9 11.

10 Do you see that?

11 A I do.

12 Q Okay. Now, you had -- I think I was
13 asking you before whether you had been deposed in
14 any of the litigation in the underlying actions to
15 this coverage suit?

16 A I was the -- I believe there was one
17 deposition.

18 Q Okay. And other than the deposition
19 that you gave in the underlying actions, what other
20 matters have you given depositions in?

21 A Various forms of commercial litigation

1 not pertaining to this, to this case.

2 Q Any of those cases pertaining to
3 commercial litigation involving Redstone?

4 A I don't believe so.

5 Q Okay. When did you join Redstone?

6 A 2013, I think. 2012, 2013.

7 Q And how did you come to join Redstone?

8 A I had a historical relationship with
9 some of the shareholders there and there was -- they
10 were just interested in me, you know, helping out
11 with the business. I had some free time. So I
12 joined the team and took a job there, and the goal
13 was to kind of, you know, get equity over time in
14 the company.

15 So yeah, I just took a job helping
16 manage the business.

17 Q Did you have equity in the company when
18 you first joined?

19 A I did not, not day one.

20 Q But when you joined, you were the CEO a
21 the CFO?

1 A Yes.

2 Q On day one?

3 A That's correct.

4 Q And, were you, for the duration of your
5 tenure at Redstone, always the CEO and the CFO?

6 A That is correct.

7 Q And when did you leave Redstone?

8 A I left Redstone -- let's say it was 2016
9 or 2017 when I formally resigned.

10 Q And you left the company because you
11 resigned from the company?

12 A Yeah, I, I just didn't have the time any
13 more to devote to it. So, you know, I was -- I'm an
14 entrepreneur and I have various businesses, and that
15 was, you know, had been an area I had focussed on
16 for a period of time. I just couldn't dedicate the
17 amount of time required to it anymore.

18 So, it was, you know, a company I
19 really, you know, loved and a lot of good people
20 there; just, you know, really just a matter of --
21 I'm involved as a, you know, advising and -- you

1 know -- very limited fashion, but as an employee I
2 was no longer involved.

3 Q But you, at some point along the way,
4 acquired equity in the company, correct?

5 A That's correct.

6 Q And you still hold that equity?

7 A I do.

8 Q How much of the company do you own?

9 A 10 percent.

10 Q Before you joined Redstone, had you had
11 any previous experience in construction?

12 A I had some related to construction, more
13 on the oil and gas side, but from a heavy civil
14 construction standpoint, it was really kind of my
15 first entry into, you know, managing a construction
16 business.

17 Q And when you arrived at Redstone, Heath
18 Kefover was the president?

19 A He was, and he remains in that position.

20 Q And he was president throughout your
21 tenure --

1 A Uh-huh.

2 Q -- and through to this day?

3 A Uh-huh. That's correct.

4 Q Okay. When you left Redstone, what did
5 you do next?

6 A I bought a trash hauling and landfill
7 company, and I've done that to this day.

8 Q And, do you engage any services of
9 Redstone in connection with that company?

10 A Some, yeah, on a limited basis. There's
11 some -- we have some water detection wells that need
12 to be decommissioned and grouted and then kind of --
13 you know -- we have to redrill new ones and they do
14 that work for us. I'm trying to think of some other
15 work they may have done.

16 They drilled a couple micropiles for a
17 foundation for thermal oxidizer, which is kind of a
18 high efficiency player. I'm trying to think of what
19 else they would have done.

20 I think that's, I think that's it. I
21 think there may have been some odds and end jobs, no

1 incredibly large jobs or anything, you know, sub six
2 figure.

3 Q Okay. And throughout your tenure at
4 Redstone, where did you work?

5 A You know, really, I was always tried to
6 be where the jobs were, as much as possible, whether
7 it was, you know, Tennessee. You know, we had some
8 jobs in New York City that I worked on for a while.
9 You know, we had our main office in Uniontown, where
10 we had -- you know -- we had a secretary there and
11 then -- you know -- but generally, you know, we were
12 all on the road a lot.

13 Q The company or you personally?

14 A Myself and most of the people in the
15 company, and we had our shop in Uniontown.

16 Q So, you had a headquarters and a shop in
17 Uniontown?

18 A We did have our shop in Uniontown, kind
19 of wherever Heath was is where -- is really kind of
20 the center is where things were from an operational
21 standpoint, in terms of, like, you know, evaluating

1 future jobs and estimating, et cetera.

2 Q When you said you had a shop in
3 Uniontown, what did the shop do?

4 A Repairs on equipment was predominantly
5 the focus.

6 Q And headquarters were also in Uniontown?

7 A Yes, the mailing address was in
8 Uniontown.

9 Q And, was that throughout your tenure at
10 Redstone?

11 A We, we changed to a shop in, in Scenery
12 Hill, Pennsylvania.

13 Q Did the shop move to Scenery Hill or did
14 the whole headquarters, shop operation move to
15 Scenery Hill?

16 A Just, just the shop.

17 Q And so, did the headquarters stay in
18 Uniontown?

19 A The headquarters really -- yeah, we had
20 our mailing address at Scenery Hill.

21 Q So the headquarters moved to Scenery

1 Hill as well?

2 A Uh-huh.

3 Q Okay. Now, had you met Mr. Heath
4 Kefover before you joined Redstone?

5 A I did.

6 Q How did you know Mr. Kefover?

7 A Through a mutual friend.

8 Q And how long before you joined Redstone,
9 did you meet him for the first time?

10 A Probably was -- it probably was six
11 months I'd say. It wasn't like I knew him for 20
12 years or anything.

13 Q Did you meet him in the context of
14 considering joining the company?

15 A Yes, earlier on. Yeah. Yes.

16 Q So, before you started considering
17 joining the company, you didn't know him? You did
18 not know him, correct?

19 A I did not, no.

20 Q And I think you've described him
21 elsewhere as, the smartest person related to

1 construction that you know?

2 A I agree.

3 Q Is that accurate?

4 A That is accurate. He is a very good
5 constructor.

6 Q And Mr. Kefover testified that when it
7 came down to sort of the division of labor between
8 the two of you, he was the on-site project guy to
9 get the project done, and I think he described you
10 as the financial contracts insurance guy.

11 Is that an accurate reflect of the
12 division of labor between the two of you?

13 A Yeah. I would probably -- I think it's
14 a very good way to say it. I think, also -- you
15 think about it, I was looking at it from a risk
16 perspective, right.

17 So Heath was execution and I was risk
18 management, and you know, profitability.

19 Q Did you have experience with insurance
20 before you came to Redstone?

21 A Some, yeah, not, not a vast amount of

1 experience, but I, I had purchased
2 commercial-related insurance policies before.

3 Q And in what context had you done that?

4 A Real estate ownership.

5 Q What kind of real estate?

6 A Commercial real estate that I had owned
7 certain partnerships.

8 Q And where were those located?

9 A They were in Pennsylvania, some in West
10 Virginia. That would be it, yeah.

11 Q Okay. When you arrived at Redstone --
12 and I think you said you started some time in 2012
13 or 2013, right?

14 A Uh-huh. That's correct.

15 Q I think Mr. Kefover told us that the
16 company was founded in 2012?

17 A Yeah, that's correct. February, 2012 it
18 was founded.

19 Q But, you were not there in the
20 beginning, right?

21 A I was not.

1 Q And so, how many projects was the
2 company working on when you joined?

3 A They were working on the -- what was the
4 name of that project?

5 There was a Clarksville, Tennessee
6 project, and there was a couple different oil and
7 gas projects. So when I joined, the company was
8 doing a fair amount of oil and gas-related work, but
9 Heath's, you know, kind of poor competency was kind
10 of like in heavy silicone construction.

11 So one of the things that Heath and I
12 kind of worked together on was focusing on what
13 we're good at, which was, you know, the civil
14 construction side. And you know, kind of moving
15 away from the more cyclical oil and gas service
16 work.

17 So, you know, at that time there wasn't
18 a lot of civil construction jobs going on. I felt
19 like there was another one that was finishing up,
20 but the large one that was going on at the time
21 would have been the Clarksville, Tennessee job.

1 Q Okay. You mentioned a couple of oil and
2 gas jobs. Do you know where they were located?

3 A All Pennsylvania, Ohio and West
4 Virginia.

5 Q And in discovery responses that Redstone
6 has provided in this case, it stated that in 2014,
7 it was performing services in Kentucky, New York,
8 Ohio, Pennsylvania, Tennessee and West Virginia, is
9 that correct, to the best of your recollection?

10 A That sounds right, yeah.

11 Q Can you think of any other states in
12 which it was performing services in -- Redstone was
13 performing services in 2014?

14 A Yeah. In 2014?

15 You said Kentucky, Tennessee, Ohio --

16 Q New York?

17 A New York, yeah, definitely.

18 Q Ohio?

19 A Ohio, Pennsylvania, West Virginia.

20 Q Yes.

21 A The only other state I could think of

1 would be Connecticut, potentially. I just don't
2 remember the timing of the jobs.

3 Q What job was in Connecticut?

4 A It would have been the -- God, what was
5 that job?

6 It was some train station job. I forget
7 the name of it.

8 Q What about Maryland; was it performing
9 any services in Maryland?

10 A I'm sorry, that's correct. They may not
11 have been doing it at the time. I know the company
12 had historically performed services in Maryland.

13 Q Okay. And going into 2015, in
14 Redstone's discovery responses, it said that it also
15 added services in North Carolina, South Carolina and
16 Virginia in 2015.

17 Is that consistent with your
18 recollection?

19 A Yeah, the -- yeah, there was a -- trying
20 to remember the Carolina jobs. I don't recollect
21 the -- I know there was a contractor we worked with

1 down south, like, a prime contractor, but yes, there
2 was jobs like, in the Virginia, Carolinas. I don't
3 remember the exact jobs.

4 Q Okay. And now, other than the states
5 that we've mentioned, can you think of any other
6 states that Redstone performed services in during
7 your tenure at Redstone?

8 A We did a job in Alabama. I'm not sure.
9 I don't, I don't recall. I think that would be
10 pretty exhaustive, but there is --

11 Q I'm sorry, go ahead.

12 A There is a scenario I don't remember,
13 but I think that's a relatively exhaustive list.

14 Q And Mr. Kefover told us that, for every
15 job that Redstone got, it submitted proposals for
16 multiple others, is that a fair statement?

17 A Oh, yeah. Yeah.

18 Q Were you involved in the preparation of
19 proposals during your tenure at Redstone?

20 A I was.

21 Q Other than the states that we've

1 mentioned, I think you just mentioned a bid that
2 Redstone did not get in Alabama --

3 A That's correct.

4 Q Can you think of any other states in
5 which Redstone submitted bids, other than the ones
6 we've mentioned so far, and did not get the work
7 during your tenure at Redstone?

8 A I, I do not. I do not recall. I
9 remember the West Virginia one because Heath and I
10 were down there for, for a while and the food was
11 really bad. So, we got sideswiped at the end of
12 that.

13 Q Was it your responsibility to handle the
14 insurance with respect to the various projects that
15 Redstone was engaged in during your tenure there?

16 A Yeah. I mean, I definitely helped with
17 the insurance. Like I said, in terms of job
18 delineation, I think insurance definitely falls
19 within that risk management category.

20 Q Again, fair to say that you were
21 responsible principally for the insurance side of

1 things, in terms of the Redstone operations?

2 A Correct.

3 Q And that Mr. Kefover was principally
4 responsible for the actual construction or other
5 work that Redstone was doing on a particular
6 project?

7 A Correct.

8 Q Other than the Liberty Mutual policy
9 that's at issue in this case, how many other
10 commercial general liability policies did you obtain
11 for Redstone during your tenure there?

12 A I, I would -- I'm not sure of that exact
13 number. It would have been -- I'm not sure if we
14 left Liberty Mutual while I was there or not. I
15 know that we had obtained Liberty Mutual while I was
16 there. So, there is definitely one prior, and other
17 than that, I would be speculating.

18 Q And would the one prior be Kinsale?

19 A That sounds right, yeah.

20 Q Okay. During your tenure at Redstone,
21 was there ever a time when Redstone had multiple

1 commercial general liability policies covering the
2 same time period?

3 A I just don't recollect that. I would
4 assume no because there would be, you know, a policy
5 end and a policy begin, you know, within individual
6 lines, whether it's GO, auto, comp.

7 Q Okay. On the various projects that --
8 in the states that we just mentioned, did Redstone
9 employ subcontractors?

10 A Not usually. I mean, we rented
11 equipment, but very rarely did we -- you know --
12 we'd buy, we'd buy concrete, but our guys, you know,
13 would pump it, you know, through our grout pumps.

14 Not that, not that I can -- not that I
15 can recollect, no.

16 Q What was your role in preparing
17 proposals for Redstone to submit for various
18 projects?

19 A So Heath really -- you know -- as you
20 can imagine in proposals, there's various inputs.

21 So, you know, as Heath was kind of the

1 master of production and you know, getting the job
2 done, you know. He obviously was responsible for
3 kind of, you know, what we thought would be the
4 timing and -- of completion on a job, you know, and
5 he was obviously going to be the one who would
6 develop the means and the methods.

7 So, you know, would this go, and then
8 this would be stacked on that or -- you know --
9 would this be drilled, and then have to be grouted
10 and redrilled or -- you know -- he would be
11 developing that overall approach to constructing the
12 job and determining, and determining how quickly
13 that job would be performed.

14 You know, he also had a very practical
15 mind as it related to what would be like a potential
16 outside risk on a job, whether it be third-party
17 quality assuring a certain part of the project.

18 You know, I mean, he was highly involved
19 in all of it, you know, and I think before any bid
20 went out, you know -- you know -- I was ultimately
21 -- you know -- we would have a discussion. We'd go

1 over the job, dive into the prints.

2 We'd go over the details but, at the end
3 of the day, Heath was the guy who, you know, kind of
4 gave the blessing on the bid because, you know, he
5 was the one who was going to, at the end of the day,
6 be responsible to build it.

7 And you know, we had a very good, you
8 know, relationship, where I was kind of, you know,
9 focussed on kind of watching his back on the things
10 that, you know, I felt like I could control and in
11 areas where I felt like, you know -- you know -- he
12 was focused on executing, you know, trying to kind
13 of cover any blind spots so that he wasn't
14 blind-sided.

15 Q And you just mentioned that you tried to
16 contribute in the areas that you could control.

17 Can you give me an idea substantively
18 what those were?

19 A Costs. You know, costs would be a big
20 thing, you know; try to manage costs anywhere I
21 could.

1 You know, that would probably be the
2 biggest, the biggest area.

3 Q And how would you describe during your
4 tenure at Redstone, your working relationship with
5 Mr. Kefover?

6 A Fantastic. Great friend.

7 Q And on a typical workday when you were
8 at Redstone, how often would you communicate with
9 Mr. Kefover?

10 A Oh, all the time. I mean, it depended
11 on the works that we had that day, right, you know.

12 If he was -- you know -- if he was --
13 where he was or what he was doing, or where I was or
14 what I was doing, right, but ultimately, we became
15 partners and you know, we were kind of -- you
16 know -- we kind of did our best to divide and
17 conquer what we could, you know, right; like any
18 business getting, getting going, right.

19 Q Now, with respect to the Mobley
20 project -- and when I say the "Mobley project," I
21 want to make sure we're talking about the same thing

1 and it's the subject matter of the litigation, which
2 is the retaining wall project at Mobley, West
3 Virginia. Okay?

4 A Yes, sir. Understood.

5 Q With respect to the Mobley project,
6 Mr. Kefover testified that he was there just about
7 every day from sometime in September or October of
8 2014, through approximately March of 2015.

9 He was on site every day?

10 A He was.

11 Q Fair enough.

12 A I think that is -- I think he may have
13 -- I think he may have lived there at one point.
14 I'm serious.

15 But no, I mean, he was, he was all in
16 there.

17 Q And during that period of time, how
18 often would you communicate with him while he was at
19 Mobley?

20 A Very consistent, you know, sourcing
21 materials. You know, just doing whatever I could to

1 support kind of the -- you know -- that was, that
2 was the -- that was the company at that point,
3 right.

4 Like, that was the -- you know -- we
5 kind of shifted all resources to that project, you
6 know, for the entire company, just given the size of
7 the projects and, and -- you know -- what we thought
8 was a very good project.

9 I still tend to think it's a good
10 project. But yeah, I mean, consistently. Right.

11 Q Well, during the period of time that
12 Redstone was working on the Mobley site, it had
13 other projects that it was working on, didn't it?

14 A It would -- if there was -- you know --
15 I have to remember. There were probably some that
16 were kind of winding down, but in terms of like
17 focus, you know, we weren't out trying to, you know,
18 overload ourselves at that point; like, we
19 consistently had a bid pipe line, you know.

20 But, it would have been for stuff, you
21 know, further out, and you know, given some of the

1 timing challenges on this project, you know, when
2 you're, you know, managing resources, right, and
3 executing those projects on time, you know, and
4 safely to make a profit and -- you know --
5 obviously, there was multiple variables unforeseen
6 on this project.

7 So, you know, as we kind of -- on the,
8 you know, mid to latter end of the project, you
9 know, started kind of bidding and procuring more
10 work, we would have had other jobs because they
11 probably would have -- we probably were hopeful that
12 the Mobley job were done, candidly, but they
13 weren't. So, it wasn't.

14 So, we had to start another job.

15 Q And I think you previously described
16 your involvement at Mobley as you being the least
17 involved day-to-day at the Mobley site of any of the
18 Redstone folks?

19 A That would be correct.

20 Q And so, during that period of time, you
21 were principally back at the Uniontown office?

1 A I would principally be either -- I'd be
2 in Uniontown. I would be -- trying to think
3 where -- yeah, probably be in Uniontown most of the
4 time.

5 The reason I'm thinking is, at that
6 point I kind of -- you know -- there was a point I
7 started wearing multiple hats in different
8 companies. So, you know, my -- I think at that
9 point in time, I still would have been in Uniontown.

10 Q And you also worked from home
11 periodically during that time?

12 A Home?

13 We had another business -- or I did that
14 -- you know -- I would be in -- I'd be in Waynesboro
15 a lot, Clarksburg a lot, just for oil and gas
16 construction work.

17 So, you know, if I was -- if I had
18 something to do with Kathy or -- who was the
19 secretary there at the time. But I have quite a
20 hectic life, if you can't tell by me asking to check
21 my phone.

1 So the -- you know -- how often was I at
2 that office?

3 Maybe one day a week, you know. I think
4 that's probably the -- certainly could be three
5 days.

6 Could there be two weeks where I wasn't
7 there? Both.

8 So I would say, on average, one to two
9 days a week.

10 Q When did you first become aware that
11 there were problems with respect to the Mobley
12 project of any sort?

13 A Probably the moment we started dealing
14 -- we started talking to Greg Hadjs, who was the
15 president of JF Allen. It was probably my general
16 concern.

17 It's just, just seems like this was
18 going to be a litigious scenario. You know, there
19 are certain people that you go into jobs with and
20 there seems to be a constructive discourse, and
21 there are certain who don't. So I think that's

1 where I -- you know -- as we kind of started working
2 with them, I'm like, this could be a challenging
3 project.

4 Yeah, that's probably when I first
5 realized -- you know -- and I remember explicitly
6 saying to Heath, you know, "We'd better take some
7 really good notes here."

8 And Heath was working there day and
9 night, and I think he said to me, you know, "It's
10 hard for me to be a professional note-taker when I'm
11 trying to build a -- one of the largest walls in
12 America, you know, in the middle of the winter with
13 crews running 24/7."

14 I'm just like, "I don't know what to
15 tell you, you know. You've just got to find a way
16 because this is, this is going to be a challenge."

17 Q And JF Allen Company is the other party
18 to the subcontract with Redstone at the site,
19 correct?

20 A Yes, sir. They would have been the
21 prime contractor directly with the owner of the

1 site.

2 Q And, who was Mr. Hadjs -- or, his role
3 was project manager for JF Allen?

4 A President.

5 Q Oh, president. Okay.

6 And, do you recall when you first
7 started dealing with Mr. Hadjs?

8 A On the contracting part of it, really.
9 I mean, there was -- you know -- when we started
10 getting into the contracting part of it and then I
11 really started dealing with Greg, and then, you
12 know, as the -- you know -- the job started
13 progressing, you know, obviously, we're
14 communicating more, you know. He's communicating
15 with Heath a lot.

16 And yeah, that would be the primary time
17 we started communicating with him.

18 Q And, did Mr. Kefover express to you his
19 concerns or dissatisfaction with JF Allen at the
20 site?

21 A I'm honestly -- you know -- initially,

1 there wasn't like a major kind of execution concern
2 with JF Allen. I think candidly, right, jobs
3 getting going, you know, I just kind of had -- you
4 know -- we had done a few jobs at that point. We
5 had kind of sent some people, because Redstone
6 generally is working as a sub to some kind of major
7 civil contractor.

8 And you know, at that point in time, you
9 know, on the job, there was a pretty good younger PM
10 out on the -- project manager on the JF Allen side.
11 What's his name?

12 Garrett. Ted Garrett, and we had always
13 dealt with Ed Farris, the estimator, who was pretty
14 reasonable.

15 So, you know -- when we were bidding the
16 project, that is.

17 You know, and Ted was -- seemed to be a
18 good kind of go-getting guy, and the job, you know,
19 getting rolling, you know, working well, you know.

20 I think my apprehension was, you know,
21 like I had kind of introduced, you know, or kind of

1 said to you earlier, you know, once we started
2 contracting with them, you know, and that just kind
3 of reared its head a little bit, you know. That's
4 why I told him to take copious notes.

5 Q So, your advice was to be careful?

6 A Essentially, yeah.

7 MR. FITZGIBBON: I'm going to mark
8 another exhibit. This should be, I think, RW-3.

9 (Walton Exhibit 3 was marked for
10 purposes of identification.)

11 A Just backing out of this one and I'm
12 going into the -- going to refresh.

13 Q Okay. Do you have it?

14 A Yep.

15 Q What I've marked as Exhibit RW-3, it
16 appears to be an e-mail -- or an e-mail trail. The
17 top of which appears to be an e-mail, February 10,
18 2015 from you to Greg Hadjs.

19 Do you see that?

20 A I do.

21 Q And if you scroll down to the bottom of

1 the first page of the exhibit, you'll see an e-mail
2 from Mr. Kefover to Ted Garrett and to Jeff Waggett,
3 with a cc. to you, and the subject matter is "Mobley
4 Office trailer."

5 Do you see that?

6 A Yes, sir, I do.

7 Q And is that Ted Garrett -- is that who
8 you just mentioned as the young --

9 A Project manager.

10 Q Project manager?

11 A That is correct.

12 Q And who is Jeff Waggett?

13 A Jeff Waggett was one of our project
14 managers.

15 Q Okay. And Mr. Kefover's e-mail
16 indicates to Mr. Garrett that he is going to be
17 moving into a small mobile mini that's being
18 delivered. And it's advising Mr. Garrett to make
19 arrangements for a cell phone booster and WI-FI for
20 his trailer because "we will be removing it."

21 Do you see that?

1 A That's correct.

2 Q Can you tell me, what did Mr. Kefover
3 tell you about why he was moving out of -- well,
4 first of all, did Mr. Kefover discuss this with you
5 before he moved out of the trailer?

6 A Yeah. You know, Greg was very
7 disruptive to the operation of our business, and you
8 know, we just really needed to create some kind of
9 delineation. And additionally, you know, we wanted
10 to make sure we were keeping our paperwork and you
11 know, we just -- there needed to be a silo, right.

12 Heath needed to take a call related to
13 something or a business, you know, just -- it's hard
14 to kind of explain the awkwardness of some of the JF
15 Allen folks with us.

16 Q This would be an example of sort of
17 early on, your concern about the relationship
18 between Redstone and JF Allen at the site?

19 A Right.

20 Q Okay. And, did that tension increase
21 after February 2015?

1 A I don't think, like, this was like a
2 moment when tension generally -- you know --
3 generally prompted tension. You know, this was kind
4 of standard, you know, Greg sending some kind of
5 emotional e-mail, which is kind of standard
6 practice. There's just kind of flare-ups and kind
7 of flare-downs, you know.

8 I'm not sure -- you know, I think Ted
9 still had probably a pretty good working
10 relationship with the guys out there. I don't know
11 if it would have really, you know, hurt.

12 You know, I just don't really remember
13 explicitly, but, you know, when Ted was there,
14 things were still pretty good. I can tell you that.
15 That's what I recall.

16 Q So you don't recall pointing to this
17 incident as an indication that -- and I think your
18 words were "things were starting to go sideways with
19 JF Allen at the site"?

20 A This was a part of the overall kind of
21 Greg epidemic. You know, it was the challenge of

1 communication with him proliferating amongst more
2 than just myself and the, and the challenging
3 dialogue, you know, with which he creates, as you
4 can even see by his own kind of -- you know -- kind
5 of senior manager in Ted Garrett, you know.

6 You know, I would deem to be a, you
7 know, young, smart, very smart guy, you know, who
8 ultimately just said, you know, I'm not going to be
9 a part of your, you know, your dispute.

10 MR. FITZGIBBON: I'm going to
11 introduce RW-4. Let me know when you've had a
12 chance to review that document please.

13 (Walton Exhibit 4 was marked for
14 purposes of identification.)

15 A Just pushing refresh. It is there.

16 It's RW-4. I got confused.

17 Q Again, what I've marked as RW-4 is
18 another e-mail trail. The top e-mail is an e-mail.
19 It appears to be an e-mail from you to Mr. Hadjs
20 dated March 15 2015.

21 Do you see that?

1 A Yes, sir.

2 Q And the second e-mail in the trail is a
3 e-mail from an individual named Brian Leatherman to
4 Mr. Hadjs and to a Delbert Leatherman.

5 Do you see that?

6 A Yes, sir, I do.

7 Q And who is Brian Leatherman?

8 A So I don't remember exactly when that
9 was, but Ted left the company, JF Allen company, and
10 they brought out a new PM, Brian Leatherman, who is
11 one of their paving project managers and he replaced
12 Mr. Garrett.

13 Q And, do you recall what prompted this
14 e-mail exchange?

15 A Likely -- it would be speculation, the
16 prompting, but my assumption would have been that
17 Greg wanted their to be some documentation related
18 to some kind of chink in the armor. So that, you
19 know, we could use it as discovery five years later,
20 and you know, hence, the paper trail required.

21 Do I think that we had -- I think we had

1 guys working out there and you know, working their
2 tails off, and I think this is just some, you know,
3 BS e-mail.

4 Q And, do you recall describing this
5 exchange as a further example of things starting to
6 go sideways between Redstone and JF Allen, and JF
7 Allen using this as an effort to undermine Redstone?

8 A I think the effort to undermine Redstone
9 would be a perfect way to say it, sir, and I think
10 you can see kind of by the tone of my e-mail that,
11 I'm trying to broker some peace in this overall --
12 you know -- in this overall goal and just trying to
13 take a step back in kind of the risk mitigation
14 responsibility, where -- you know -- what Greg never
15 understood, and to this day, still does not seem to
16 understand is that, he and us were in this contract
17 together to build this wall and you know, we needed
18 to work together, you know, and sometimes that
19 required push back on the customer and not just push
20 down onto Redstone.

21 But unfortunately, that was kind of not

1 the mode of operation. It kind of -- you know --
2 the -- what the hunch that I had unfortunately was
3 true and -- you know -- and this is a perfect
4 manifestation of that.

5 Q And when you say "sometimes it requires
6 -- I'm sorry, Mike. Go ahead.

7 MR. JACKS: In your last question, I
8 think you said something like, "Do you recall
9 referring?"

10 I'm assuming you're talking about
11 Mr. Walton's prior deposition in the underlying
12 case, is that what you're talking about?

13 MR. FITZGIBBON: Yeah.

14 MR. JACKS: So I just wanted -- when you
15 preface questions like that, I'm just going to
16 assume we're talking about that depo. Unless
17 there's some dispute about it, I don't think we need
18 to introduce it here.

19 MR. FITZGIBBON: Well, the only reason I
20 would need to introduce it is if I need to refresh
21 his recollection or if the answer is inconsistent

1 with a prior one.

2 MR. JACKS: Okay, that's fine.

3 THE WITNESS: Yeah. Counselor, I think
4 I'm not going to remember. I will tell you I didn't
5 read my deposition, so -- but, you know, the facts
6 are the facts.

7 But, my memory has eroded. So I just --
8 you know -- if there's inconsistent -- you know --
9 if there's any questions, just -- you know -- if I
10 jog my memory, I can get it there.

11 BY MR. FITZGIBBON:

12 Q Mr. Walton, I'm sorry. I didn't hear
13 the part.

14 You said you did read your prior
15 deposition from the underlying case or you did not?

16 A I did not.

17 Q In preparation for this?

18 A I did not.

19 Q What did you do in preparation for this
20 deposition?

21 A I reviewed some historical e-mails. I

1 talked to Mike. That was about it.

2 Not a whole -- I'm not going to -- not
3 as much as Mike probably wanted me to.

4 Q By "Mike," you're referring to
5 Mr. Jacks.

6 Did you have occasion to talk with
7 Mr. Keffer prior to your deposition to prepare for
8 it?

9 A I talked to Heath candidly. We talked
10 very little about the deposition.

11 I talked to him this morning. I talked
12 to -- you know -- but I called him this morning
13 about a bull gear on a drill that I own, needing to
14 get rebuilt, and I was asking if he had heard
15 anything from the shop, the one shop that he knows,
16 and then we talked about this for about 15 minutes.

17 Q And was Mr. Jacks on the line during
18 that call?

19 A He was not.

20 Q Okay. And so, what did Mr. Keffer tell
21 you about this deposition?

1 A He told me -- we actually kind of talked
2 what we understood about yesterday, which was that
3 -- I essentially said to him -- you know -- I
4 essentially said to him that I don't understand how
5 The Insurance Market didn't give us the coverage and
6 if we would have -- I mean, you're going to get me
7 right to the point, but, you know, if there was a --
8 I looked at the contract stuff last night and you
9 know, I asked explicitly for the coverage and you
10 know, if there was gas coverage, you know, just pay
11 for it.

12 So, you know, I just -- you know -- that
13 was really it. And then we kind of -- you know --
14 we didn't understand how, how, how it didn't -- you
15 know -- I would do the e-mail. I'm the one who
16 would care very much about putting things into
17 writing and you know, when I tried to make it as
18 simple as possible -- and I just kind of was talking
19 to him about how I just didn't understand how it
20 could ever get this messed up.

21 That was really the under oath -- the

1 truth of what our conversation was this morning.

2 Q What did Mr. Kefover say in response to
3 that?

4 A That, that -- well, I'm under oath. So
5 I'm going to tell you exactly what he said.

6 We now learned -- you know -- Roger had
7 a master's degree in kinesiology and seemed to
8 manifest in his overall insurance analysis that was
9 performed, and that was kind of it.

10 Q And when you just made the reference to
11 Mr. Waters having a master's in kinesiology and it
12 manifested itself in, in this instance, what did you
13 interpret that to mean?

14 A I think it meant that, you know, we
15 provided -- you know -- you know, I provided Roger
16 with -- if I refer to Roger, you tell me what you
17 want. Roger or Mr. Waters?

18 Q Either one.

19 A Okay. I told Roger the e-mail about the
20 contract. You know, I thought it was pretty, pretty
21 explicit. You know, this was a, a big kind of risk

1 for us, you know, going into this job and you know,
2 I wanted to be kind of belt and suspenders, you
3 know, safe.

4 But, you know, he was our, he was our
5 broker and that was the insurance that, you know,
6 that was the insurance that we got.

7 So, you know, again, I'm not a, I'm not
8 a lawyer and you know, kind of expected to get what,
9 you know, what we asked for.

10 Q Have you reviewed the amended complaint
11 in this case, that Redstone file against Liberty
12 Mutual and The Insurance Market?

13 A Sir, I probably have. I just don't
14 recall. I just --

15 Q There is an allegation in paragraph 22
16 of that complaint that says that Redstone was
17 completely reliant upon The Insurance Market to
18 provide the insurance that Redstone needed.

19 Is that a fair statement?

20 A I believe that is. I believe that is a
21 fair statement.

1 Q So your communications about insurance
2 for the Mobley project during this time period, the
3 Liberty -- the time period of the Liberty Mutual
4 policy, your communications about obtaining
5 insurance for the project were strictly with
6 Mr. Waters?

7 A I do remember. I was looking at this in
8 a an e-mail before and I vaguely recall this, but
9 that we may have sent it to other brokers to, to
10 look at and I can't remember if that was that --
11 that was this year or prior. I think it was this
12 year, the year we ended up going with Liberty.

13 So, there was likely other communication
14 occurring with another broker evaluating other
15 insurance proposals.

16 Q But, you did not communicate, did you,
17 directly with any of the insurance carriers?

18 A No, sir, I did not.

19 Q Let me go back for a minute to the
20 Mobley site and we were -- we looked at an e-mail
21 from February and an e-mail from March, and things

1 are -- to use your word, "going sideways" a bit with
2 JF Allen, certainly by March 15th, which is the date
3 of RW-4 that we just marked.

4 Did they continue to go sideways even
5 more when the anchors began sheering at the site?

6 A You know, not, not really because there
7 wasn't like a, there wasn't like a major cause for
8 concern. You know, the -- you know, it was still,
9 it was still relatively constructive at that time
10 and not -- you know -- there was some anchors that
11 broke. You know, that, that can happen for various
12 reasons, and you know, you just -- you repair them.

13 And you know, I think that there was --
14 at least, you know, from my perspective, I -- and
15 again, I'm not, you know, the experienced
16 constructor, but when I remember talking to -- you
17 know -- talking to Heath about it and being like,
18 "Hey, is there something kind of broadly wrong
19 here," and he's like, you know, "I think, I think it
20 should be -- I think it should be good, you know.
21 We're going to -- you know -- we didn't install

1 anything incorrectly, you know. We followed all the
2 procedures and we did it, you know, in accordance
3 with our drawings."

4 And I'm like -- cause I'm like,
5 "Honestly, if we're screwing something up, just tell
6 me, right, cause we can manage that," and he was
7 like, "You know, honestly, you know, all ego aside,
8 you know, no, I really don't feel like that."

9 And I was, you know, very comfortable
10 with Heath, you know, being very honest with me
11 about that. You know, we built a strong rapport and
12 I felt like there was a level of trust there at that
13 point, and I was kind of like, you know, let's just
14 -- you know -- we're going to fix what was broken
15 and you know, keep kind of moving along, you know.

16 Something happened, right. Something
17 got bumped or something got -- you know -- bad batch
18 of steel or you know, something, right. It was not
19 this kind of global nightmare that this whole thing
20 kind of turned into at that point.

21 I think once there was this concern that

1 there was this kind of global nightmare, that was
2 really the inflection point where I think JFA was
3 kind of -- took the position that, all right, well,
4 we need a scapegoat, you know, we're going to cut --
5 we're going to just bury Redstone and come with -- I
6 think Greg verbatim said to me, "You know, I just
7 don't think you guys have the, quote, unquote,
8 firepower to endure this. So, we're just going to
9 pretty much just try and crush you."

10 And I said, "Okay. Well, you do what
11 you got to do, brother. I'm going to do what I got
12 to do."

13 Q So when the anchors began to sheer,
14 Mr. Kefover talked to you about that, right?

15 A He did. I remember. I remember it
16 explicitly cause he was concerned when it happened
17 and he went -- like, I think he drove out, you know,
18 looked at it in the middle of -- like, when the
19 first -- for the first inclination of a sheering
20 occurred, he went out immediately to make sure that
21 there wasn't anything wrong with, you know, our --

1 anything major wrong with what we were doing and he
2 felt, you know, pretty good about it. That was kind
3 of where, you know, I left it with him.

4 We probably talked about it for 45
5 minutes or so. And you know, the answer was that it
6 was kind of an isolated thing and we're going to
7 repair them and move on, right.

8 Obviously, that was not the case.

9 Q Did he express to you concern that
10 problems with the fill material were causing the
11 anchors to sheer?

12 A That was obviously, like, highlighted as
13 a problem at some point. I'm being -- I do not
14 recall the exact time with which the fill
15 settlement, you know, became a general concern.

16 I don't think it was like a -- kind of
17 global concern at that point, you know, if there was
18 like some poorly compacted material, you know.

19 I don't think it was like, lock, stock
20 and barrel to be fill settlement at that point. I
21 think that was kind of further assessed as time went

1 on, but I think that, you know, there may have -- I
2 think that was one of a couple things that, you
3 know, may have -- the five anchors I know that had
4 broken, I don't think we -- you know -- there was a
5 concern we did it -- you know -- did we install
6 something wrong?

7 No. Right, that was kind of our first,
8 you know, concern, right, and then it was like,
9 okay, so, from here, you know, we need to fix this.
10 There's probably a number of variables that impacted
11 this -- these anchors. But, in terms there being
12 some kind of general means and method, global flaw
13 in the approach that has now been further
14 determined, that was not, like, you know, the
15 clearcut issue at the time that I recall. Heath may
16 feel like, you know, he knew lock, stock and barrel
17 that this was the problem.

18 You know, my understanding was that some
19 anchors broke, you know -- you know -- things break
20 on a site. Part of it might have been, you know,
21 fill settlement, part of it might have been a number

1 of different things and the -- that we were going to
2 fix them and move on, and we weren't going to get
3 into some broad debate about what the root cause was
4 and that's kind of the way it went down that I
5 recall.

6 Q Did he express to you at the time of the
7 first or second anchor sheering, a concern for the
8 safety of the Redstone workers at the site, such
9 that he was in favor of halting construction after
10 the first few anchors broke?

11 A I don't know if safety was -- I honestly
12 don't, don't remember. I mean, I think safety was,
13 you know, working at night, you know, the wall face
14 and the overall testing approach that changed. I
15 know Heath had some general concerns about safety.

16 I don't know -- I don't remember if that
17 -- like, the anchor sheering was like the red flag
18 that -- you know -- I think the primary concern on
19 safety was, you know, testing on that, on the
20 working face, the way they were, and testing at
21 night and just -- you know -- I don't remember that,

1 you know, being -- I don't remember a discussion of
2 that being like the -- you know -- Heath freaking
3 out about safety due to those anchors breaking. I
4 don't.

5 Q You don't recall whether such a
6 discussion took place or you recall that it did not?

7 A I do not recall that a discussion like
8 that took place.

9 MR. FITZGIBBON: Okay. This might be a
10 good time for a short break if --

11 THE WITNESS: That'll be great, yeah.

12 MR. FITZGIBBON: I'm trying to be
13 cognisant of not taking more than an hour before --

14 THE WITNESS: I need to get another cup
15 of coffee. So I'll --

16 MR. FITZGIBBON: All right. Let's take
17 10 or 15 minutes and come back.

18 THE WITNESS: Thank you, sir.

19 (A break was taken.)

20 BY MR. FITZGIBBON:

21 Q You made reference earlier this morning

1 in your testimony to a shop that Redstone had.

2 Do you recall that?

3 A Uh-huh.

4 Q Did Redstone make anything at that shop
5 that was used on the Mobley site?

6 A Not that I'm aware of. It would have --
7 maybe stage material or prepared some machinery, but
8 it's not impossible that some component of that was
9 potentially -- no, I mean, I can't imagine.

10 No. I mean, there might have been
11 something done that was used out there, but I can't
12 -- I'm not aware or -- of the specifics if there was
13 something or not. I just don't know.

14 Q Do you have any knowledge as to whether
15 the wailers that were used at the Mobley site were
16 fabricated by Redstone?

17 A I do not know.

18 Q Okay. Do you recall a time when you
19 were asked to provide signature pages for Redstone's
20 application for insurance with respect to the Mobley
21 site?

1 A I do not recall that.

2 Q Okay. Bear with me one second.

3 A Take your time.

4 MR. FITZGIBBON: I think this is RW-5,
5 is that right?

6 Is that what I'm up to?

7 THE WITNESS: Yes, sir. Problems with
8 Friday after a holiday week is that -- off the
9 record.

10 (A discussion was held off the record.)

11 (Walton Exhibit 5 was marked for
12 purposes of identification.)

13 BY MR. FITZGIBBON:

14 Q Mr. Walton, I just sent you what I
15 marked as RW -- Exhibit RW-5.

16 A Yep. I'm just refreshing the page,
17 waiting for it to come through.

18 Q Okay. And RW-5 is an exhibit that
19 consists of multiple pages, the first of which
20 appears to be an e-mail from you to Kelly Johnston
21 and Roger Waters dated, Monday, April 13, 2015.

1 Do you see that?

2 A Yes, sir, I do.

3 Q And the subject line is "Signature pages
4 of insurance."

5 Do you see that?

6 A Yes, sir, I do.

7 Q And your note to Ms. -- to Mr. Rogers
8 and Ms. Johnston says, "Please find attached," and
9 if you scroll down to the first page -- or the
10 second page of the exhibit, there appears to be a
11 signature line at the bottom of the page with a
12 signature in blue, do you see that?

13 A Yeah.

14 Q Is that your signature?

15 A It is, in all of its beauty.

16 Q And is that equally beautiful signature,
17 does that also appear on the bottom of the page that
18 is marked Exhibit A746?

19 A That is my signature.

20 Q And that is a signature that is on a
21 form that bears the label, "Accord 125."

1 Do you see that immediately beneath your
2 signature?

3 A I'm looking at the -- I'm looking at the
4 Exhibit 00743, and I signed that, and then there's
5 Exhibit 00744. There's no -- nothing signed on
6 that, and then 00745, no signature, then there's
7 00746 does have that signature, and I see below
8 that, it says, "Accord 125." That's correct.

9 Q And that's the signatures dated 4-9-15,
10 do you see that?

11 A That is correct.

12 Q If you scroll to the next page, is that
13 your signature at the bottom of Accord Form 130?

14 A That is.

15 Q And if you scroll to the next page, is
16 that your signature at the bottom of Accord Form
17 131?

18 A Yes, I believe that's correct.

19 Q Okay. And the next page is Application
20 for Executive Officer Exemption for the Provision of
21 Pennsylvania Workers' Compensation Act, do you see

1 that?

2 A Yes, sir.

3 Q And if you scroll to the signature line
4 for that, which is on the next page, the page that
5 bears the number Exhibit A00750, do you see that?

6 A I do.

7 Q And is that your signature on that page
8 under the executive officer's declaration?

9 A Yes, sir, it is.

10 Q And if you scroll two more pages back to
11 Exhibit A, page 752, there's another signature line
12 there.

13 Do you see that?

14 A I do.

15 Q And is that your signature?

16 A It is.

17 Q And if you scroll two more pages back
18 again, another signature page on the top of -- on
19 754.

20 Do you see that?

21 A Uh-huh.

1 Q That's your signature?

2 A It is.

3 Q And then on the page that's labeled,
4 "Endurance," do you see that policy holder
5 disclosure?

6 A I do.

7 Q And is that your signature at the
8 bottom?

9 A It is.

10 Q And on 756, is that your signature?

11 A It is.

12 Q Okay. And when you sent the signature
13 pages, you understood that those were the signature
14 pages for the insurance application?

15 A Yeah, it looks like -- I'm looking at
16 the -- I have in the subject of the e-mails is the
17 insurance. Yes, that appears to be the case.
18 That's correct.

19 Q Okay. Do you recall any discussion or
20 communications with The Insurance Market regarding
21 landslides at the Mobley site?

1 A I do not. I do not.

2 MR. FITZGIBBON: Okay. I'm going to
3 introduce -- give me one second, make sure I have
4 the right exhibit.

5 This should be 006, right?

6 (Walton Exhibit 6 was marked for
7 purposes of identification.)

8 Q Mr. Walton, I just sent you what I've
9 marked as Exhibit RW-6, and ask you to take a look
10 at that when you get a chance?

11 A I do see that, yes.

12 Q Okay. And what's been marked as Exhibit
13 RW-6, it bears bates number at the top, it says,
14 "Exhibit A00071 and 72" on the next page; 71 appears
15 to be an e-mail from you to Roger Waters dated
16 February 16, 2015.

17 Do you see that?

18 A Uh-huh.

19 Q And if I can direct your attention to
20 the last paragraph of the e-mail?

21 A Uh-huh.

1 Q It states, "I would like to try to have
2 a decision on this as soon as possible, as we have
3 had slides out on Mobley and we are wide open right
4 now on the subsidence risk."

5 Do you see that?

6 A I do see that.

7 Q What were you referring to there?

8 A I don't, I don't remember. I really --
9 I've seen this e-mail and I don't -- I really don't
10 remember.

11 I think my understanding was when there
12 was some -- the only thing that I could think -- and
13 I'm going to caveat this with, you know, best of my
14 recollection was, there was some testing that
15 occurred at the face -- I mean, not the face of the
16 wall, the inside of the wall, and some earth had
17 slipped and hit one of our drilleries and it almost
18 hit a guy, and then that changed the -- and then
19 that changed the means and methods for testing,
20 having to go out to the working face.

21 That was the -- that would have been

1 what I understood to have happened.

2 Q Have you finished your answer or are you
3 still looking at the document?

4 A No, no, no. Yeah, that finishes my
5 answer --

6 Q Okay.

7 A The only thing I can recollect is the,
8 is the slide that happened at, like -- if you're
9 thinking about the wall, though, when I say "the
10 face of the wall," it's like the outside and then
11 the inside is where the earth was placed and the
12 hill face. Some earth slid there and hit our drill
13 and almost hit a person.

14 Q And what did you mean when you said, "We
15 are wide open right now on the subsidence risk"?

16 A That if, that if that earth would have
17 fallen and hit a, a drillery and really caused
18 material damage or killed somebody, that it would
19 have been a bad situation.

20 So, you know, we needed to have
21 protection in the event that an unforeseen condition

1 occurred and God forbid, you know, a hill slide
2 occurred or something, and somebody got hurt and
3 died, you know.

4 Q And at this point in time, in February
5 of 2015, the Liberty Mutual policy had not yet
6 incept, correct?

7 A I believe that is correct. It looks
8 like we're getting a quote for it now.

9 Q And so, your policy at that point, your
10 being Redstone, was with Kinsale?

11 A Yes, sir.

12 Q And was subsidence not covered under the
13 Kinsale policy?

14 A I am assuming it is not based upon this
15 e-mail.

16 Q Okay. But, you were aware that that was
17 a risk at the site at the time?

18 A Yeah. Yeah. I think that slip, that
19 kind of changed the testing protocol from what I
20 remember, and what kind of prompted this level of
21 reaction from me would have been that.

1 And the railroad protection policy, I'm
2 not sure if there was -- I don't know if there was a
3 CSX job we were working on at the time. If there
4 was like, any kind of underground mine subsidence
5 concerns there.

6 We were working near the rail. I just
7 don't -- I don't know, but that's the only thing I
8 can think of.

9 My guess is, I don't -- I just don't
10 remember.

11 Q Do you recall when you received a copy
12 of the Liberty Mutual policy?

13 A I don't think I ever received a full
14 copy of the policy.

15 MR. FITZGIBBON: I'm going to mark
16 another exhibit as Exhibit RW-7.

17 (Walton Exhibit 7 was marked for
18 purposes of identification.)

19 THE WITNESS: You know, the only other
20 thing I could think of is when I received a copy of
21 the policy, it would have been -- you know -- I know

1 they gave us binders, like, after things were --
2 once we had a policy in place, I might have received
3 it at that point. That's the only thing I can
4 recall.

5 Q I just sent you what I've marked as
6 Exhibit RW-7. Let me know when you've had a chance
7 to open it and review it.

8 A Got it. Was this mailed to me?

9 Q What I've marked as Exhibit RW-7 appears
10 to be a letter dated June the 5, 2015 addressed to
11 you from Kelly Johnston, do you see that?

12 A Uh-huh.

13 Q Do you know who Kelly Johnston is?

14 A I think she worked at The Insurance
15 Market, if I remember.

16 Q And Ms. Johnston's letter asks you to
17 find enclosed that your renewal policies, including
18 general liability policy number TB2-641-444555-025.

19 Do you see that?

20 A Uh-huh.

21 Q And, do you recognize that policy number

1 as the number of the Liberty Mutual policy that's at
2 issue in this case?

3 A I do not know the insurance policy
4 number.

5 Q Do you see in the fourth -- or, the
6 third paragraph, the bill for these policies is
7 being sent to you by Liberty Mutual.

8 Do you see that?

9 A Yeah.

10 Q And that you should remit payment to
11 Liberty by the date due.

12 Do you see that?

13 A I do.

14 Q Okay. Do you have any reason to doubt
15 that you did not -- that you received this letter on
16 or about June the 5, 2015, forwarding policies to
17 you at the Uniontown, Pennsylvania address?

18 A I -- this is, this is, honestly, the
19 first time I remember this letter, and I think it's
20 a little bizarre that they -- I feel like they just
21 assigned like a -- the premium financing thing back

1 in April and then, like, two months later, I'm
2 getting this, you know, letter that -- I mean,
3 there's a dated letter that says this.

4 If there was a letter mailed to me,
5 which was this, I don't recollect reading it. I
6 just don't remember.

7 They very well could have sent this
8 letter to the office, you know. As I said, I was,
9 you know, in that office on -- you know -- on
10 average, a day or two a week.

11 So this ultimately get to my hands?
12 It's possible, but I did most of my correspondence
13 via e-mail.

14 So that's why I asked in the beginning.
15 I don't know if this was e-mailed to me, because I
16 don't recall this letter.

17 Q At this point in time, in June of 2015,
18 you still would have been the person responsible at
19 Redstone for insurance issues, right?

20 A Correct. Oh, yeah.

21 Q And with respect to the payment of

1 premium, would that have been something that fell
2 under your responsibilities?

3 A That would have fallen under my
4 responsibility. That's correct.

5 Q Do you have any reason to doubt that
6 that top general liability policy number is the
7 Liberty Mutual policy number for the period April
8 12, 2015, April 12, 2016?

9 A I have no reason to doubt that. I do
10 not.

11 Q Were you the person at Redstone who
12 would have been responsible for providing the
13 insurance -- your insurers with any notice of
14 occurrence under the applicable insurance policies
15 issued to Redstone?

16 A Yes, I would have probably been the
17 primary person would have done that. That's
18 correct.

19 Q Would you have been the person who would
20 be giving notice of claims?

21 A Yes, predominantly, I would have

1 probably been that person.

2 Q And in about this time period, in 2015
3 let's say, you weren't executive officer of the
4 company, correct?

5 A I was.

6 Q And Mr. Kefover was an executive officer
7 of the company in 2015, correct?

8 A He was.

9 Q Okay. I'm sending you what I've marked
10 as Exhibit RW-8 and I'd ask you to just take a look
11 at it and let me know when you're finished reading
12 it.

13 (Walton Exhibit 8 was marked for
14 purposes of identification.)

15 A Okay.

16 Q The second e-mail in the chain appears
17 to be an e-mail from you to Roger Waters and Kay
18 Johnston dated, Monday, December 21, 2015.

19 Do you see that?

20 A I'm sorry, sir. Would you repeat that?

21 Q The second e-mail in the exhibit -- and

1 by the way, this exhibit, for purposes of
2 identification, bears the bates numbers Exhibit
3 E-0001 through 0003.

4 On the first page of the exhibit there,
5 are a series of e-mails. The middle one appears to
6 be an e-mail from you, correct?

7 A Yes, sir, that looks correct.

8 Q And is it forwarding to Mr. Waters a
9 tender for defense from JF Allen.

10 Do you see that?

11 A Yes, sir. That is correct.

12 Q And what was the purpose for which you
13 were sending that to Mr. Waters?

14 A I'm assuming my lawyer at the time,
15 Bruce Stanley, probably told me to send it to the
16 insurance.

17 Q Okay. The third sentence in that e-mail
18 says, "Additionally, we are in ongoing civil
19 litigation on this matter in multiple fronts."

20 Do you see that?

21 A Yes.

1 Q So as of December 21, 2015, Redstone is
2 already engaged in civil litigation regarding the
3 Mobley site, and to use your words, "on multiple
4 fronts"?

5 A Correct. Yes, sir.

6 Q Do you know whether, prior to this
7 e-mail from you on December 21, 2015, you had asked
8 anyone from The Insurance Market to put any of
9 Redstone's insurance carriers on notice with respect
10 to any of that litigation on multiple fronts?

11 A I -- I'm not aware.

12 Q So you don't know of any prior notice?

13 A I'm not aware of any prior notice, no.

14 Q Bear with me for a second. I seem to
15 have frozen.

16 A The one caveat to that I would say, and
17 I'm just thinking about this, is that, we had a --
18 you know -- an ongoing familial relationship with
19 The Insurance Market. So, it's not as if they were
20 with Roger Waters in particular.

21 So, it's not as if they would have been

1 aware that there was issues out there. I think that
2 -- I just don't know how the timing lines up, but in
3 terms of a formal notice, this is -- I barely
4 remember this, but I think that -- point being is
5 that this is the -- I'm sure this is the only formal
6 notice we sent.

7 Q Can you go back? You said you had an
8 ongoing familial relationship?

9 A Yeah, we talked to The Insurance Market,
10 right. We would talk to them on an ongoing basis
11 about our insurance needs.

12 Q Okay. You had an ongoing business
13 relationship?

14 A Yeah, yeah, yeah.

15 Q We've got -- I think this is 9, right?
16 I'm marking it exhibit -- I'm sending it
17 to you RW No. 9. Let me know when you've opened it
18 and had a chance to review it.

19 (Walton Exhibit 9 was marked for
20 purposes of identification.)

21 A Yes, sir, I see that.

1 Q Okay. Have you ever seen this before?

2 And again, for the record, the exhibit
3 is a two-page exhibit bearing bates numbers Exhibit
4 E-0005 and 06.

5 A I have not seen this before.

6 Q Okay. If you will scroll down to
7 "Description of occurrence," do you see that?

8 A I do.

9 Q There is the statement that -- the last
10 sentence I believe says, "Allegations brought by
11 Mark West, Liberty Mainstream and Resources, LLC,
12 that Redstone's performance was defective in
13 multiple respects."

14 Do you see that?

15 A Yes, sir, I do see that.

16 Q And then there's a another sentence
17 saying, "A letter was provided on November 4, 2015
18 giving the allegations of the deficient
19 performance."

20 Do you see that?

21 A I do see that.

1 Q Have you ever seen that November 4, 2015
2 letter regarding the alleged deficient performance?

3 A I probably saw such a -- I don't, I
4 don't recollect a specific letter. There was a lot
5 of letters.

6 Q Did Redstone provide the information
7 regarding the description of the occurrence to The
8 Insurance Market stating that it was allegations of
9 -- that Redstone's performance was defective in
10 multiple respects?

11 A It looks like in that prior
12 correspondence I did, but I don't, I don't believe
13 there was another -- at least not that I'm aware of.

14 Q Okay. If you would scroll back to
15 Exhibit 8.

16 A Exhibit 8? You said go back to
17 Exhibit 8?

18 Q Yep. And if you'll scroll to the second
19 page of the exhibit, there's a statement in -- first
20 of all, who is Mr. Stanley?

21 A He is a counselor for Stanley Schmidt.

1 He's a prior litigator at Reed, Schmidt; he and
2 Alicia Schmidt.

3 Q And is he representing Redstone in the
4 underlying litigation?

5 A He is still. He was at that time. I
6 believe he still is.

7 Q Okay. In the middle of the paragraph,
8 it -- of his e-mail, it says, basically, "JFA is
9 basically asking us to indemnify them for claims
10 made by Mark West for issues identified by Dr. Bruce
11 in his letter for scheduled delays and for the lien
12 filings."

13 Do you see that?

14 A Yes, sir, I do.

15 Q And is that -- who is Dr. Bruce?

16 A Dr. Bruce was a third-party engineer we
17 hired to perform an analysis of the wall.

18 Q And what are the lien filings that are
19 being referred to there?

20 A The lien filings were liens filed on the
21 property due to non-payment by JF Allen to us and

1 the subsequent nonpayment to our underlying material
2 men and like some rental equipment providers.

3 Q And, do you recall that the original
4 project completion date in the contract was March
5 31, 2015?

6 A I don't recall explicitly, but I know
7 that it was, it was -- the project was definitely
8 delayed.

9 Q And it was delayed beyond March 31,
10 2015?

11 A That sounds, that sounds right.

12 Q You have any reason to doubt that the
13 initial project completion date was March 31, 2015
14 under the contract?

15 A I know that under the base bid as
16 originally provided to us, that would have been a
17 proper starting and ending date, and as the scope of
18 work evolved, that ending date would have, you know,
19 moved.

20 Q To the best of your knowledge, was there
21 ever an amendment to the contracts extending the

1 March 31st project completion date?

2 A Related to -- I can't speak to JFA
3 contract with Mark West. You know, I think that we
4 had made multiple -- we had filed multiple, you
5 know, claims to JFA stating changes in working
6 conditions that would have commensurately extended
7 its time. We assumed that, and incorrectly, that
8 those claims were then being passed along to Mark
9 West.

10 We discovered after a fair amount of
11 time that those were not being passed along to Mark
12 West, and then I think that kind of gets back to the
13 original risk management strategy of JF Allen when,
14 when they maybe felt they were going to have
15 challenges meeting the schedule.

16 Q And, could you identify who Mark West is
17 with respect to the Mobley site?

18 A Sure. Mark West -- I'm not sure the
19 ultimate contract signor of the Mobley site, but I
20 think it was Mark West, Liberty, Midstream, and they
21 were the owner of, I believe the real property and

1 business operation at the Mobley compression
2 station.

3 Q Have you reviewed the original contract
4 between Mark West and JF Allen?

5 A I have after -- I have. Historically
6 I've reviewed it after signing.

7 Q And you reviewed the subcontract between
8 JF Allen and Redstone, right?

9 A Yes, sir, I did.

10 Q Okay. And again, I don't want there to
11 be any confusion. I can show you the documents if I
12 need to.

13 With respect to the original agreement
14 between Mark West and JF Allen, the project
15 completion date specified in that contract was March
16 21, 2015, wasn't it?

17 A I believe that's correct.

18 Q The contract specifically said "time was
19 of the essence," right?

20 A Correct.

21 Q And at the time that you signed -- that

1 Redstone signed the subcontract, which I believe was
2 in September of 2014, is that right?

3 A That sounds correct.

4 Q And you were the person who signed the
5 subcontract on behalf of Redstone, weren't you?

6 A That is correct, yes.

7 Q So, at the time that you signed, you
8 understood that the project completion date was
9 March 31, 2015, right?

10 A I think that -- that's right. I
11 think -- no is the answer to that. I wasn't able to
12 see the underlying contract agreement with Mark West
13 with JF Allen until after we signed our agreement
14 with JFA.

15 Q So, you did not know, at the time you
16 signed the subcontract, that your work was supposed
17 to be finished by March 31, 2015?

18 A No, we were not aware of that.

19 Q When did you think you had to be
20 finished by?

21 A We assumed we were putting together a

1 construction schedule afterwards, you know, with JF
2 Allen in the ordinary course of, you know, making a
3 gantt chart and you know -- for example, like, we
4 never assumed 24/7 operations, you know. You had
5 to -- we were surprised by that.

6 Q I want to make sure I understand this.
7 The subcontract that you signed with JF Allen did
8 not incorporate certain provisions of the main
9 contract between Mark West and JF Allen?

10 A I honestly --

11 Q Upon the project completion date?

12 A I honestly -- and -- I honestly do not
13 remember there being a specific discussion related
14 to the March 31st completion date, because I
15 remember -- and this is what I remember when that
16 was conveyed to Heath and I, we were like, that
17 doesn't seem reasonable, and that's when we started
18 running day and night crews immediately.

19 Q When was that information about the
20 project completion date conveyed to you and to
21 Mr. Kefover for the first time?

1 A I, I, I don't recall the exact time.

2 And again, I'm working off my best memory of it.

3 I do remember the entire contract
4 negotiation with Mark West, we were not a part of
5 it, and Mr. Hadjs made it very clear that, you know,
6 we were working for them on this project, "them"
7 being JF Allen, and that's why the engineer signed
8 contracts directly with JF Allen. Even the payment
9 schedule that he came up with was not something we
10 had agreed to.

11 So, you know, for -- we had submitted,
12 you know, a basic kind of schedule of values, we
13 always do, and then he made up some -- you know --
14 some treed and nontreed payment schedule, you know.

15 I remember telling him, "Well, that's
16 not going to work because" -- and then Heath kind of
17 explained to him that, you built this thing like
18 building a bathtub, you know. I guess, sort of like
19 -- there's less water at the bottom to start and
20 we're not going to be able to -- you know -- we're
21 going to have to be paid on a percentage of

1 completion basis and that's -- the monetary side is
2 what I remember the most, because of it being so,
3 kind of, out of left field, and I remember the
4 scheduling part of that being obscure as well.

5 I do not recall what we were -- you know
6 -- if we were, if we were committing to a hard and
7 fast deadline like that, we would have, you know,
8 pro-actively built a project schedule, I assume, in
9 an amount of time.

10 But had there ever been a discussion
11 related to that time that, that JF Allen had? I
12 don't recall. I really, I really do not.

13 I remember being surprised about many,
14 many things in the prime contract with Mark West and
15 JFA.

16 Q And, you did not have an opportunity to
17 review relevant portions, including the completion
18 date of that contract, before you signed your
19 subcontract?

20 A I would have to look back, sir, but I do
21 not recall.

1 MR. FITZGIBBON: Rather than spend more
2 time on this, I think I'm just going to get the
3 exhibits that I need to show you what you need to
4 show, and we can either take a break at this point
5 for lunch, if that meets people's approval, or if I
6 -- I will pass, as long as I can come back, and once
7 I have the documents I need, show you those
8 documents.

9 THE WITNESS: If there's a document that
10 jogs my memory on the matter, that'll be very good.

11 MR. FITZGIBBON: Anthony, I don't know
12 -- or Mike, I don't know if you want to proceed and
13 then I'll just reserve the right to come back and
14 conclude on that subject at some point, or if you
15 want to break for lunch, I can conclude after lunch.

16 MR. JACKS: I'm not real hungry right
17 now. I mean, I don't know if anybody else wants a
18 break, it's fine with me --

19 THE WITNESS: I'm good to chug along
20 cause I would prefer to get it hammered out.

21 MR. FITZGIBBON: Okay. I will pass and

1 come back when I have the -- we'll break for lunch
2 at some point. When we do, I'll get the documents
3 and I'll come back to you.

4 In the meantime, I'll pass to
5 Mr. Sunseri.

6 EXAMINATION BY MR. SUNSERI:

7 Q Okay. Thank you. Mr. Walton, my name
8 is Anthony Sunseri. I represent the insurance
9 company.

10 Can you hear me well?

11 A Yeah, I do.

12 Q You previously testified that you had
13 your deposition taken approximately five to six
14 times related to commercial matters, is that
15 correct?

16 A Uh-huh.

17 Q Have any of those prior depositions that
18 you have ever provided been related to litigation
19 involving insurance coverage?

20 A Yes.

21 Q And in what capacity were you being

1 deposed for that particular case?

2 A I think I was a corporate representative
3 for that case.

4 Q Okay. And you were a corporate
5 representative for who?

6 A Elite Oil Field Services.

7 Q So you were formerly employed by Elite
8 Oil Field Services?

9 A I was.

10 Q And in that case, was Elite Oil Field
11 Services suing their insurance carrier?

12 A Yes, I believe it was a suit against the
13 insurance carrier.

14 Q And in that same suit, were they also
15 suing their insurance broker?

16 A I believe. I believe so, yeah.

17 Q So, in that case that you were providing
18 deposition testimony regarding that insurance
19 coverage issue from your -- or from the perspective
20 of a corporate representative, Elite Oil Field
21 Services was the plaintiff?

1 A That is correct. That is correct, yes.

2 Q And, in what venue --

3 MR. JACKS: And, just to try to redirect
4 here -- and I'm not trying to interrupt you, really,
5 but this was an underlying case in Greene County,
6 Pennsylvania, where there was a spill and a
7 pollution liability claim from a trucking -- from a
8 gas well and Elite was a defendant in that case.

9 I believe that's the case that Rich
10 actually gave a deposition in and there was a tag
11 along insurance claim against Travelers.

12 I mean, I represented Elite in that
13 case. I think this was 2016.

14 THE WITNESS: Mike, you're right. I
15 never gave a deposition for the case between Elite
16 and Travelers. The deposition I gave was for -- was
17 I deposed?

18 I was deposed in that.

19 MR. JACKS: Actually, you were.

20 THE WITNESS: Yeah, I was. I was
21 deposed in that case. I remember it was at the

1 hotel in Greene County, but it was related to a
2 spill and I was also part of mediation discussions,
3 but I was never -- Mike is exactly right. I was
4 never deposed as part of the insurance.

5 MR. JACKS: Yeah, there weren't any
6 depositions in that insurance case, Anthony.

7 BY MR. SUNSERI:

8 Q Okay. And again, where was that case
9 filed, Elite versus Travelers Insurance, do you
10 recall, Mr. Walton; what county?

11 THE WITNESS: Mike, do you remember?

12 It was probably --

13 MR. JACKS: I think it was Washington
14 County.

15 THE WITNESS: No, it definitely wasn't
16 Washington. Maybe it was.

17 MR. JACKS: If you give me a minute --

18 MR. SUNSERI: No, that's fine. No
19 worries. No worries. We could just press on.

20 Q Did that case go to trial, Mr. Walton?

21 A I don't believe so.

1 Q Do you recall how it ended, what the
2 disposition of that case was to conclude the
3 litigation or is it still going on?

4 A It's concluded. And what had happened
5 was, there -- I believe the insurance company signed
6 a reservation of rights to it, and then, ultimately,
7 the case settled and the whole underlying litigation
8 was kind of put to bed.

9 Q Okay. Hang on one moment. I'm just
10 trying to find some exhibits here.

11 And Mr. Walton, during the entire time
12 that you were employed by Redstone, were you
13 involved in all the insurance renewals for Redstone?

14 A Yeah. Yes.

15 Q Okay. Mr. Walton, I'm loading what is
16 going to be marked as -- are we on 9?

17 THE REPORTER: I think this is 10.

18 MR. FITZGIBBON: I thought it was 10.

19 MR. SUNSERI: Okay.

20 THE WITNESS: Let me know whenever you
21 load it.

1 MR. SUNSERI: Yeah, it's loading right
2 now.

3 (Walton Exhibit 10 was marked for
4 purposes of identification.)

5 A Got it. It popped up.

6 Q Okay. Perfect. Mr. Walton, do you
7 recognize this correspondence, which is dated
8 February 18, 2015, which appears to be from you to
9 Kelly Johnson -- excuse me, Roger Waters.

10 Excuse me.

11 A I'm sorry, I --

12 Q I'm sorry, you do recognize it?

13 A I'm reviewing it.

14 Q Oh, sorry.

15 A Yeah. I mean, it looks like --

16 Q You recognize this correspondence, this
17 communication between you and Roger Waters?

18 A I don't remember it. It looks like it's
19 -- it looks like a correspondence we had for sure.

20 Q Sure. On the second page of what we're
21 marking as Exhibit 10, that appears to be

1 correspondence from Roger Waters directed to you,
2 which the first line reads, "It was brought to my
3 attention that I do not have access to when the
4 markets for our Redstone renewal quotes. My Liberty
5 Mutual market has been blocked by submission from
6 another agent."

7 Did you previously seek a quote for a
8 Liberty Mutual policy from another agent prior to
9 February 13th of 2015?

10 A I did.

11 Q And, do you recall who that agent was?

12 A What's his name?

13 It was --

14 Q Was it Mitch Sharpton?

15 A Not Mitch Sharpton. It was a guy from
16 Tennessee.

17 MR. SUNSERI: Okay. I'm loading a
18 another exhibit. This is going to be Exhibit 11.

19 (Walton Exhibit 11 was marked for
20 purposes of identification.)

21 Okay. I believe it's loaded now.

1 THE WITNESS: Yeah, that -- I'm getting
2 a lot of feedback.

3 MR. SUNSERI: Okay. I'm sorry?

4 THE WITNESS: I'm getting a lot of
5 feedback. I'm hearing my voice every time after.

6 MR. SUNSERI: On your end?

7 THE WITNESS: I wasn't having that
8 before.

9 BY MR. SUNSERI:

10 Q Okay. So Mr. Walton, do you recognize
11 this -- what's characterized as Proposal of
12 Insurance for Redstone International, LLC, 2015, 20
13 16?

14 A I don't recognize it, but it looks to be
15 a quote we probably received.

16 Q Okay, and if you could just scroll down
17 through that. If you could, this is on page 4 of
18 Exhibit 12 with the page that starts, "Marketing
19 Summary."

20 Do you see that?

21 A I do, sir.

1 Q And, you don't recall who you
2 communicated with at Mid-State/Sharpton Insurance
3 for purposes of this quote, do you?

4 A I do remember the guy. I just don't
5 remember his name.

6 Q Okay. What do you remember about that
7 particular guy?

8 A That he did our bonds for us. Exactly
9 what, I don't remember --

10 Q Okay. And, do you know how, how you
11 came to have a conversation, assuming you had a
12 conversation with this gentleman with
13 Mid-State/Sharpton Insurance, to proceed in securing
14 a quote for this Liberty Mutual product, which is
15 here referenced in this particular quote?

16 A I think we had historically not been
17 very happy with -- I'm just looking at this quote.

18 We had had a very good relationship from
19 a bonding standpoint, and I think we asked him to
20 give us some quotes. Most likely, yeah, that's what
21 I remember.

1 Q Sure. Sure. And this
2 Mid-State/Sharpton Insurance, did they have an
3 appreciation as far as what you guys did, as far as
4 your scope of business, your operations?

5 A Yeah, very much. They would have, you
6 know, given us performance bonds for associated
7 work.

8 Q Sure. So, they knew what you were
9 doing, they knew where you were doing it, correct?

10 A I would assume so, yes, sir.

11 Q And if you scroll down, this is on
12 page -- this is on page 9 of that exhibit.

13 A I see.

14 Q Which is -- I'm trying to see here.

15 It's a reference to Liberty in the quote
16 summary in the first column, do you see that?

17 A I do.

18 Q Is your understanding, as you take a
19 look at this and review this that, that pertains to
20 the quote for the Liberty -- for a Liberty Mutual
21 general liability policy?

1 A That appears to be correct, sir. Yes.

2 Q And right below those fields for
3 Liberty, there's a Kinsale and the word "current."

4 Do you see where that is?

5 A Yes, sir, I do.

6 Q And that Kinsale policy, it looks like
7 the terms which are provided in the fourth block as
8 you move right from Kinsale current, those terms --
9 there's much more terms -- there appear to be much
10 more exclusions, too, in that particular block, as
11 opposed to the Liberty Mutual policy, correct?

12 A There appears to be more items noted as
13 excluded, correct.

14 Q Okay. And you'd also agree, as far as
15 the premium, the premium was cheaper for the Liberty
16 policy than it was for the Kinsale policy?

17 A That is correct.

18 Q So this Liberty policy that was
19 provided, was, was any other insurance suggested or
20 offered by this particular Mid-State/Sharpton
21 Insurance Company pursuant to, pursuant to get

1 quotes as they did here?

2 A I think this was a snapshot in time, in
3 terms of what they had gotten feedback in quoting,
4 and you know, then, you know, Roger, you know,
5 wanted the business, and you know, you can see, you
6 know, he was copied on one of the e-mails as one of
7 our business partners at the time.

8 Jim had said that he wanted Roger to be
9 able to evaluate our insurance for us and that's
10 when we did the DOR allowing, allowing insurance
11 market. We didn't have a lot of conversations with
12 the Mid Sharpton.

13 Q Mid Mitch Sharpton?

14 A Mid Mitch Sharpton, yeah.

15 Q Tell you what. I know that you're
16 eating right now, Rich. I'm going to propose that
17 we take a break, if everybody's fine with that, and
18 allow everyone to eat.

19 Does anyone have any objection?

20 MR. FITZGIBBON: No objection here.

21 THE WITNESS: I'm good.

1 MR. SUNSERI: Mike?

2 MR. JACKS: No objection. I mean, I
3 think maybe 45 minutes --

4 MR. SUNSERI: Yeah, I was going to say
5 to come back on at like 12:45, if that's appropriate
6 or acceptable to everyone.

7 MR. JACKS: So I know Rich has to do a
8 full day's work when this is over.

9 So kind of want to get on with it.

10 THE WITNESS: Yeah. I mean, I'll stop
11 eating, you know. I don't care.

12 MR. FITZGIBBON: With all due respect,
13 we did start at least a half an hour late. Why
14 don't we take a 45-minute break, and we will try to
15 get through it as quickly as we can when we get
16 back?

17 THE WITNESS: Yeah. I mean, I'm going
18 to have a hard stop. So if we have to reschedule
19 later, we'll have to reschedule later too.

20 MR. SUNSERI: What would that be hard
21 stop time?

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1 THE WITNESS: 2 o'clock. I have a 3
2 o'clock meeting.

3 MR. FITZGIBBON: This is the first we're
4 hearing of this, Mike.

5 MR. JACKS: How much more do you guys
6 have?

7 I'm probably going to have 10 or 15
8 minutes with him, so.

9 MR. FITZGIBBON: I told you what I have.
10 I have one clean up item and that's it.

11 MR. JACKS: Okay.

12 MR. SUNSERI: I think I can do what I
13 need to do. Why don't we take a 15-minute break at
14 least --

15 THE WITNESS: Perfect.

16 MR. FITZGIBBON: Let's say we'll be back
17 at 12:30.

18 MR. SUNSERI: I agree. 12:30 we'll be
19 back.

20 MR. FITZGIBBON: Yep.

21 (A break was taken.)

1 BY MR. SUNSERI:

2 Q Mr. Walton, I'm going to show you what
3 we will refer to Exhibit 11. You've got the loading
4 file pinwheel rolling through.

5 A Yep. I got it.

6 Q And, do you recall if this was a -- does
7 this appear to be a proposal of insurance for all
8 the lines of insured that Redstone maintained at
9 this particular time in February of '15?

10 A Looks pretty exhaustive, yeah.

11 Q Okay. And, do you recall being advised
12 by Mid-State/Sharpton Insurance that any of the
13 brokers -- or any of the carriers, rather, that
14 applications for insurance for Redstone was
15 submitted at this point were declined for any
16 reason?

17 A I'm looking at this back at this premium
18 summary, that what it looks like it is.

19 Q Okay. Do you know what instructions, if
20 any, you gave to Mid-State/Sharpton, as far as go
21 and get a quote of all our lines of insurance we

1 maintain at this time?

2 Was there something in that vain that
3 was provided?

4 A I would assume I probably would have
5 showed them our historical policy and look to get
6 comparable insurance going forward, and talk to them
7 about our business operations and -- you know --
8 like any service provider.

9 Q I think my question is -- I'm sorry, I
10 didn't mean to --

11 A No, you're good.

12 Q Mid-State/Sharpton, as far as the bond
13 work that they were doing for you, what exactly -- I
14 mean, what kind of information would you have to
15 give Mid-State/Sharpton in order to get them to
16 provide a bond for a particular job?

17 A The contract.

18 Q Okay. And, did you secure bond through
19 Mid-State/Sharpton Insurance for the Mobley site
20 work?

21 A We did not.

1 Q Okay. Do you know if they were ever
2 provided with the Mobley site contract or
3 subcontracts?

4 A They were not. I assume not.

5 Q But, they did know that you were
6 involved, or that Redstone was involved, in
7 performing micropile work, right?

8 A They were.

9 Q How else -- well, what other kind of
10 work was Redstone doing at this particular point in
11 time?

12 A Like, subsurface technical work.

13 Q Was that similar to the work that they
14 were doing as of April of 2015?

15 A Yeah, I would assume so.

16 Yeah. I mean, no new lines of business.

17 Q No new lines, okay.

18 And if you could scroll down within that
19 same exhibit. Actually, it's on page 26 of the
20 exhibit or you can go by the bates number, Exhibit A
21 and it's 1270.

1 A Looking at it.

2 Q Are you there?

3 And this appears to be a document which
4 is titled, "Liberty Mutual Insurance Commercial
5 Insurance Energy Coverage Proposal for Redstone
6 International, Inc.," and it has an effective period
7 of April 12 of '15 through April 12 of '16,
8 underwriter Steven Grant.

9 Do you know who Steven Grant is?

10 A Never talked to him in my life.

11 Q Do you believe that you were provided
12 with this by Mid-State/Sharpton Insurance?

13 A I think I'm operating under the
14 reasonable assumption that what you're providing me
15 is what Ms. Sharpton provided to me.

16 Q Okay.

17 A So the answer to that question is yes.

18 Q Okay. As far as going back to the
19 insurance proposal that Mid-State/Sharpton prepared,
20 would you have occasion to review that whenever you
21 received it from Mid-State/Sharpton?

1 A Would I have looked at this, what you
2 have sent me?

3 Q Would you have reviewed what's been
4 marked as Exhibit 11 to your deposition, "Proposal
5 of Insurance Redstone International, Inc., 2015,
6 '16," prepared -- well, it appears it's been
7 prepared by Mid-State/Sharpton Insurance?

8 A I did not read this entire thing.

9 Q Did you read any of it?

10 A No, likely very little of it.

11 Q Okay.

12 A Yeah, that's -- can I -- I mean, that's
13 why we hire insurance broker.

14 Q Okay. You can go back to Exhibit 10.
15 Are you there?

16 A Uh-huh.

17 Q Okay. According to this e-mail, which
18 is dated February 18 of 2015, which you direct to
19 Roger Waters, there's a reference in the attachments
20 to a CGL Form.

21 Do you see that, CGL Form 04-3 edition?

1 A Yeah.

2 Q And then if you note down under No. 1,
3 Subpart A, you advise, "I have attached the Liberty
4 coverage form," and then if you scroll down along
5 those e-mails is a Commercial General Liability
6 Coverage Form.

7 Do you see that?

8 A Where does it say, "I have attached"?

9 Q It is in the first page of that e-mail
10 under No. 1, lower case A.

11 A Yep, I see that.

12 Q And then the referenced coverage form
13 follows, do you see that?

14 A Yeah, it appears to be. Right.

15 Q Where would you have gotten this
16 coverage form that you would have forwarded to Roger
17 Waters on February 18th of 2015 under this e-mail
18 correspondence?

19 A I assume I would have gotten it if -- I,
20 I don't recall.

21 If it was not in the discovery, I'm sure

1 you guys would tell me where I got it. But it would
2 either have been from Mid-State or, or Insurance
3 Market.

4 Q Okay. So, have you ever -- in the
5 course of your dealings with renewal for Redstone,
6 ever provided a CGL Form to The Insurance Market?

7 A I don't know that. I mean --

8 Q Going back to the first page of that
9 e-mail, the second sentence provides that you wanted
10 your insurance with Liberty Mutual, correct?

11 A Uh-huh.

12 Q And that's under the same e-mail that
13 you provide the reference to CGL Form that you
14 forward, correct?

15 A Uh-huh.

16 Q And that appears to be the same e-mail
17 that you provide this proposal, proposal update,
18 which we've broken up into two exhibits. It's
19 Exhibit 11, the proposal of insurance provided by
20 Mid-State/Sharpton.

21 Have you done that in the past? Have

1 you ever gotten a quote from another insurance
2 broker and submitted it to The Insurance Market and
3 said, "Here's a quote, this is what I want"?

4 A No, I don't -- I think this is the first
5 time we've ever done that and the only time I did
6 that. And I think what prompted that was when we
7 were going to bid a job in New York, you know, we
8 had had a job in New York historically, that I think
9 like a CO, Certificate of Insurance, was provided
10 for and that had predated me at Redstone, and when
11 the other -- when we were looking at getting
12 insurance for a new job that we were looking at
13 bidding, it was determined that we didn't have
14 coverage in New York. And I think everyone was
15 obviously taken aback by the fact that our
16 historical policy didn't cover a state with which we
17 were doing work in.

18 If we had known we were not going to be
19 insured in a market that we were doing work in, we
20 would have bought additional insurance. So when
21 that occurred, we said, "Okay. Well, obviously we

1 have some concerns with Insurance Market."

2 Insurance Market then was able to have
3 there -- you know -- I think it's -- I don't
4 remember this, you know, Insurance X, whatever it's
5 called, but there was the Kinsale stuff, and then I
6 went to another broker and get this coverage, you
7 know, especially this New York gap that was there
8 and you know, I -- then Roger had wanted -- found
9 out that when we kind of went to quote the business,
10 that we were getting quotes from other brokers, from
11 Liberty Mutual, and he wanted the business back.

12 So, you know, he had used his
13 relationships to get our board of directors to, to
14 DOR Insurance Market back, so that they could do the
15 negotiation with Liberty Mutual.

16 You know, the New York stuff is what had
17 prompted that scenario to occur, you know. In terms
18 of not being covered at Mobley or being covered at
19 Mobley, the -- you know -- I think given the fact
20 that I probably sent the contract language to him on
21 multiple occasions, you know, I had assumed that our

1 historical Kinsale was shortsighted, the required
2 insurance, and I assumed that it would be in the
3 renewal and he was aware of it.

4 I don't know what else to say.

5 Q Oh. I lost it. Hang on one moment
6 please. I'm trying to get something to load.

7 Mr. Walton, we're identifying Exhibit
8 No. 12 to your deposition, which is loading now.

9 (Walton Exhibit 12 was marked for
10 purposes of identification.)

11 So, just to go back before we address
12 Exhibit 12, those New York exclusions, did The
13 Insurance Market get those New York exclusions for
14 Redstone?

15 A Not sure I understand the question.

16 Did they get the exclusions removed?

17 Q Yes.

18 A No, it was in the Mid-State stuff that
19 the New York stuff was already removed.

20 Q Okay. So for Exhibit 12 now, this
21 appears to be correspondence dated March 25, '15

1 from Roger Waters to Rich Walton.

2 Do you recognize this particular e-mail
3 correspondence?

4 A I do not, but I'm reading it, trying to
5 re-educate myself.

6 Q Have you had a chance to review it?

7 A Yeah, just give me one second.

8 Q Okay. You're good.

9 A I am.

10 Q Okay. If you scroll down on the
11 exhibit, there's something similar to what we've
12 already taken a look at. There's the -- it's on
13 page 9. It starts on page 9 of that exhibit and
14 it's a document titled, "Liberty Mutual
15 Insurance-Commercial Insurance Energy Coverage
16 Proposal for Redstone, Inc. Effective" --

17 A Page number of the -- or is there a
18 bates number on this?

19 Q No, there's not a bates number. Page 9.

20 A Okay. Page 9 of the PDF or is it page
21 9 --

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1 Q Page 9 of the PDF.

2 A Okay.

3 Q If you can scroll down to page -- this
4 is page 11 of that same PDF.

5 A Okay.

6 Q States "General liability" at the top,
7 and then there's limits of liability which are
8 provided.

9 Do you see that?

10 A I'm on page 11.

11 Q Okay.

12 A And then page 11 of the PDF.

13 Q Page 12.

14 A Page 12, okay.

15 Q Yeah. Is that the one that have
16 "General Liability Liberty Mutual Insurance Company"
17 at the top?

18 A Yep, Liberty Mutual Fire Insurance
19 Company.

20 Q And then, if you look, there's a little
21 bit down the page, about fourth of the way down,

1 there's four series of fields, which start,
2 "Endorsement name, Form number, Fill in, if any, and
3 Comments."

4 Do you see that?

5 A Uh-huh.

6 Q If you go down to the very last box
7 under "Endorsement name," there's an exclusion
8 that's referenced.

9 Do you see that?

10 A Uh-huh. I do.

11 Q And then over two blocks from there,
12 "Fill in, if any, all professional services."

13 Do you see that?

14 A I do.

15 Q Did you review this quote at any time
16 before you were -- before the Liberty Mutual policy
17 was bound?

18 A I did not.

19 Q Is there a reason why you would not
20 have?

21 A Because, again -- I mean, I -- we're

1 looking at page -- you know -- I mean, the main
2 reason I wouldn't have is I would have relied on
3 them or relied on --

4 Q Okay. If you can go back to Exhibit 10.

5 A Uh-huh.

6 Q That second sentence on that e-mail
7 correspondence of February 18, 2015 from you to
8 Roger Waters, you advise, "I went on insurance with
9 Liberty Mutual. So let's work to get the attached
10 quote in place ASAP," correct?

11 A Yep, that's correct.

12 Q Was there another line of insurance or
13 insurance carriers that were proposed under that
14 insurance proposal which was provided by
15 Mid-State/Sharpton?

16 A No, I think we had the existing Kinsale,
17 and I'm just putting the history back together.

18 There was this Cover X he was doing and
19 Liberty.

20 Q Okay. So how would you know to make the
21 proposal where direction that you want your

1 insurance with Liberty?

2 A Because we didn't have any other
3 insurance options --

4 Q Okay.

5 A -- other than Kinsale and Cover X.

6 Q Okay.

7 A And Liberty is -- you know -- was just
8 more of a known, you know, good insurance company
9 that we thought -- you know -- I never heard of
10 Cover X.

11 Q Okay. And again, you don't know why you
12 would have attached the Liberty form in this e-mail
13 and provide it to Roger?

14 A Seems like I had some general concerns
15 related to subsidence and I probably wanted to make
16 sure that, after that slide had occurred, I want to
17 hit that drill that we had coverage for it. I think
18 that was probably the concern at that point.

19 Q And, did The Insurance Market secure
20 insurance that covered subsidence-type claims with
21 that renewal for the April 12, 2015 to April 12,

1 '16?

2 A I believe so. That's correct. But I
3 think it's important that I'm not performing like an
4 in depth analysis of this insurance policy. I'm
5 taking what had been a practical scenario and
6 saying, "Hey, this hadn't happened -- you know --
7 you're saying, historically, we had exclusions for
8 subsidence. That seems like it could be dangerous
9 going forward."

10 You know, relative to, you know, me
11 providing this kind of analysis to my broker, for
12 him then to just go and you know, secure the things
13 that I want, you know, I think -- you know.

14 Q You would agree with me that,
15 Mid-State/Sharpton knew what you guys did and they
16 provided those same policy of insurance, correct?

17 A Those would have been the initial quotes
18 they would have received, right, but obviously Roger
19 took over and took it from there, right.

20 So, it was no kind of initial, you know,
21 further due diligence that had occurred.

1 Q What kind of due diligence was supposed
2 to be conducted?

3 A In terms of -- I would expect our broker
4 to kind of analyze our policy and understand the
5 risks, you know, before we, you know, sign anything
6 with them. You know, I felt like we clearly
7 outlined those risks in numerous occasions.

8 So, you know, I'm not sure why the
9 responsibility is like, you know, falling back on us
10 to have made sure what we had asked for on multiple
11 occasions was in this, you know, huge document.

12 Q As far as any of the insurance that any
13 of the contracts or sub-agreements for the Mobley
14 site work that was being done, did anyone express
15 any objections to any insurance, or lack of
16 insurance, that Redstone had for purpose of the work
17 they were doing there?

18 A Greg Hadjs had provided me what the
19 insurance was and required. That was sent over to
20 The Insurance Market. They sent me back a
21 Certificate of Insurance and I sent it along

1 representing that it was the insurance be provided
2 that I requested.

3 Q Okay. My question was, did anyone make
4 any objections to the insurance?

5 A No, because I -- no, because they didn't
6 review the underlying policies.

7 Q How do you know that?

8 A They never requested them; like, JF
9 Allen never requested them, you know.

10 Q In the litigation that's currently
11 pending for the Mobley site work that Redstone was
12 involved in, are there any allegations or claims, to
13 your knowledge, pertaining to Redstone not having
14 the proper insurance?

15 A I do not -- I'm not sure, no.

16 MR. JACKS: There are claims for
17 indemnification, Anthony, and breach of contract,
18 including lack of the indemnification. I mean, it's
19 somewhere in one of the JF Allen pleadings I think.

20 I think I produced those, but if you
21 want to see them, I think I can find them if I

1 didn't produce them.

2 Q As of March 25, 2015, did -- or had
3 Redstone experience any issues with anchors sheering
4 at the Mobley site?

5 A I think there was issues with anchors at
6 that point. I don't know if, you know, we were
7 aware of what the ultimate root cause would have
8 been at that point in time.

9 Q Was any of the information, assuming
10 that that's the case, there was issues with the
11 sheering of anchors in March '15, was any of that
12 information shared with The Insurance Market?

13 A I do not recall whether it was or was
14 not.

15 Q As far as when Redstone received notice
16 of the claims that are subject of the Mobley site
17 work that they were performing, do you recall when
18 that was?

19 A It looks like there was that November
20 4th letter that Bruce had received from Doug LaSota
21 that ultimately he missed, or something, for a

1 couple weeks.

2 Q Who, Bruce missed it for a couple weeks?

3 A It look like in that e-mail -- there's a
4 November 4th letter that he claimed that LaSota
5 claimed he got, that he's saying, you know, he just
6 was getting. So, that was, that was the first time
7 we had received notice of those claims by the
8 contractor.

9 Q Bear with me. I'm just trying to move
10 through the previously marked exhibits.

11 Okay. If you could, could you go to
12 Exhibit No. 8 please?

13 A 8, you said?

14 Q Yes.

15 A Yes.

16 Q Okay. And you were just talking a few
17 moments ago about there being this couple week gap
18 regarding the letter that Bruce may have missed.

19 Is it your understanding that, The
20 Insurance Market was first put on notice of this
21 claim on December 21 of 2015?

1 A I think that's the case. It looks like
2 the first time they put on a formal notice, correct.

3 Q Okay. And in your December 21, 2015
4 correspondence, which is -- it's the second
5 communication from the top on that first page,
6 there's a reference to -- it's the third sentence,
7 "Additionally, we are in ongoing civil litigation on
8 this matter in multiple fronts."

9 What were you referring to there? I
10 mean, what else was going on?

11 A Termination for lack of resources and
12 our --

13 Q Then that next sentence, "It would be
14 helpful to get some feedback in terms of what our
15 policy will cover."

16 What policy or policies were you
17 referring to there?

18 A I think any and all policies, you know,
19 we were seeking advice of our, you know, our
20 insurance team.

21 Q So based on the allegations as you

1 understood them, at least as far as December 21,
2 2015, you didn't know what insurance would or
3 wouldn't cover with regards to this claim, right?

4 A I know that -- that this is a complex
5 situation and I did not have an opinion of what
6 would -- what everything, ultimately, be covered and
7 I would like to get my insurance advisors analysis
8 of our policy.

9 Q You know The Insurance Market doesn't
10 make the determination whether there is or isn't a
11 coverage for a claim that's submitted by a carrier,
12 correct?

13 A I understand that, but they also have
14 claim representatives and advisors.

15 Q I understand that, but, ultimately, who
16 made the denial of coverage in this matter under the
17 Liberty policy?

18 It wasn't The Insurance Market, was it?

19 A No, it was Liberty Mutual.

20 THE REPORTER: Mr. Walton, could I ask
21 you to remove your hand from you mouth please?

1 Thank you.

2 THE WITNESS: Sorry about that.

3 Q Mr. Walton, have you ever received
4 correspondence from Liberty Mutual denying coverage,
5 or indemnification for the litigation pertaining to
6 the work you folks were doing out there on the
7 Mobley site?

8 A I think there was a -- I know there was
9 probably some initial denial letter and -- you know
10 -- an then -- I just don't recall how that evolved.

11 You know, I know there was an initial
12 denial and then there was some kind of -- something
13 was evoked regarding coverage.

14 MR. SUNSERI: Okay. I've marked in the
15 marked exhibit folder, Exhibit 13.

16 (Walton Exhibit 13 was marked for
17 purposes of identification.)

18 THE WITNESS: Got it.

19 Q And this appears to be correspondence
20 dated February 3, 2016 under letterhead, "Liberty
21 Mutual Insurance," and it appears to be directed to

1 you.

2 Is that a fair characterization of that
3 document?

4 A That's a fair characterization.

5 Q Do you remember receiving this
6 correspondence?

7 A I mean, really, no, I don't. I don't --
8 I know there was -- we were denied.

9 Q Do you have any recollections having
10 gone through this correspondence and taking a look
11 at the basis for the denial provided for in this
12 correspondence?

13 A We likely relied on our counselors, just
14 to kind of give us a synopsis.

15 Q By "counselors," do you mean --

16 A Lawyers.

17 Q -- counsel who's representing Redstone
18 in the underlying Mobley site litigation?

19 A Yes, sir.

20 Q So with that said, you wouldn't have
21 gone and reviewed the CGL coverage form and saw what

1 was and wasn't covered according to this
2 correspondence, is that fair?

3 A That is fair.

4 Q After you received this correspondence,
5 did you have any communications with anyone at The
6 Insurance Market regarding the position taken by
7 Liberty Mutual?

8 A I don't think I personally did.

9 Q Okay. Did you have any conversations
10 with anyone at Redstone as -- whether they had any
11 conversations with anyone at The Insurance Market in
12 response to this correspondence of February 3, 2015
13 from Liberty Mutual?

14 A Probably all -- I do not recall. I
15 mean, I'm sure we -- you know -- the time is --
16 Jimmy was involved. He may have spoken with Roger.

17 Q You don't know --

18 A I don't recollect there being some kind
19 of in depth call, you know, walking through this.

20 MR. WALTON: Sure. If you could,
21 Mr. Walton, I marked in the exhibit folder, Exhibit

1 14.

2 (Walton Exhibit 14 was marked for
3 purposes of identification.)

4 THE WITNESS: I have it open.

5 Q Okay. And this appears to be
6 correspondence dated October 20, 2016, under
7 letterhead of "Liberty Mutual Insurance" directed to
8 you, is that correct?

9 A Yes, sir.

10 Q And you were still with -- and I forget
11 when -- I believe it was 2016 that you left the
12 employ of Redstone, is that correct, or did I not
13 hear that correctly earlier?

14 A I -- I'm not -- I'm definitely not
15 stalling. I'm trying to remember.

16 Q And if you don't remember, that's fine.

17 A Yeah, it was -- I was not actively
18 involved at this point. I think formally my no
19 longer being a W-2 employee occurred late '16, early
20 '17, but, you know, I was not super-involved.

21 Q Sure. But as far as this

1 correspondence, do you recall ever having received
2 or viewed this correspondence?

3 A I do not recall, sir. My assumption is
4 that I did not -- it might have been on an e-mail
5 from, you know, Attorney Stanley or Mike, and I may
6 have opened it and looked at it, but I wasn't kind
7 of front and center, in terms of, you know
8 understanding it.

9 Q Sure. Have you ever been advised that
10 any particular type of insurance was available at
11 the time of the renewal for Redstone in April of
12 2015, for effective policy periods April 12, 2015
13 through April 12, 2016, that would have provided
14 coverage for the nature of the claims that are the
15 subject of the Mobley site litigation?

16 A We were not and -- you know -- we would
17 have -- if we would have known we had not that
18 coverage, we would have asked and sought it.

19 Q And what coverage are you referring to?

20 A The defective work coverage you just
21 referred to.

1 Q Okay.

2 A Because that's what we had to have as
3 part of our contract with JFA.

4 Q My question is, has anyone ever told you
5 that that insurance was available for Redstone to
6 purchase?

7 A They were not -- we were not.

8 Q As far as providing approval for the
9 insurance --

10 A I was going to say, not that I recall
11 that that was told to me, so.

12 Q Okay. As far as who provided the
13 approval for the insurance for effective policy
14 periods of April 12, '15, April 12, '16, were you
15 that person on behalf of Redstone?

16 A I would have been -- me. I would have
17 been the prime person myself, Jeff Waggett would
18 have likely assisted, you know, Heath would have
19 been part of some of the conversation and all of the
20 shareholders, you know; Brandon, Dwayne and Jimmy.

21 Q Okay.

1 A But yes. You know, I would have been
2 relied upon, you know, to, to seek out various forms
3 of insurance and provide that information to the
4 respective brokers.

5 Q I guess my question is more geared
6 toward who would have the final say in providing
7 that approval.

8 Was it you or was it someone else or was
9 it a collected effort?

10 I'm just trying to understand that
11 process of who gives the "yes."

12 A It definitely wasn't me because I was
13 trying to go with the other broker, and then, you
14 know, there was some, you know, relationships with
15 you know, Roger and the company, and therefore, it
16 was, you know, put back onto The Insurance Market
17 to, to take to Liberty policy and kind of run from
18 there, in terms of the overall process.

19 Q Okay. Mr. Walton, I'm looking for an
20 exhibit. Just bear with me.

21 A Take your time.

1 Q So, do you recall providing approval for
2 the Liberty policy for the renewal period April 12,
3 '15, April 12, '16?

4 A I believe that in terms of approval, we
5 -- you know -- I would have been the one who had --
6 yes, let's do it with Liberty Mutual versus somebody
7 else.

8 Q Sure. Do you recall if you had a
9 meeting with Roger Waters in April of 2015, to
10 review the proposed insurance for the renewal of
11 April 12, 2015?

12 A I do not recollect having a meeting with
13 Roger about our insurance in April.

14 Q Okay. And as far as I know, you
15 referenced earlier in your deposition that you're an
16 entrepreneur.

17 Are you involved in any other
18 businesses?

19 A Currently?

20 Q Yes.

21 A Yes.

1 Q What other lines of business are you
2 currently involved?

3 A Trucking, energy. Those are pretty much
4 the two, two big areas.

5 Q And you're married, Mr. Walton?

6 A I am.

7 Q And is your wife employed?

8 A She is a real estate agent.

9 Q Do you or your wife have any of your
10 insurance for any of your businesses through The
11 Insurance Market?

12 A I'm, I'm not, I'm not sure. Maybe
13 historically something had been or -- I know that I
14 probably had some stuff with them at some point in
15 time.

16 Q Okay. For some of your other
17 businesses?

18 A Uh-huh.

19 MR. SUNSERI: Okay. Mr. Walton, I think
20 that's all the questions I have at this particular
21 point in time. Thank you.

1 I'm going to pass you to Mr. Fitzgibbon.

2 THE WITNESS: You have a good day.

3 MR. SUNSERI: Thank you.

4 MR. FITZGIBBON: Mike, do you want me to
5 go or do you want to go?

6 MR. JACKS: Mine is going to be pretty
7 brief, Tim. How long do you think you have?

8 MR. FITZGIBBON: I just want to clean up
9 one issue. Maybe 30 minutes most, at most.

10 It depends on his answers, obviously,
11 but I think it could go pretty quickly.

12 THE WITNESS: Whatever works for you.

13 MR. FITZGIBBON: What number exhibit are
14 we up to, Oneeka?

15 MR. SUNSERI: We're on Exhibit 16 I
16 think.

17 MR. FITZGIBBON: This is a bit of a
18 larger file, so it may take a minute.

19 EXAMINATION BY MR. FITZGIBBON:

20 Q Mr. Walton, I just sent you Exhibit 16.

21 It may take a minute to get there. Let me know when

1 you have it.

2 (Walton Exhibit 16 was marked for
3 purposes of identification.)

4 A Did you have anything good for lunch?

5 Q I didn't have lunch yet, unfortunately.

6 All right. You should have it.

7 A Yep, it's up. It's just loading.

8 Q Okay. What I've marked as RW-16 is the
9 Amended Complaint and the exhibits to the Amended
10 Complaint in this action.

11 A It is, it is loaded. Got it.

12 Q It's a lengthy document. Bear with me.
13 I'd like you to scroll down to page 41 of the
14 document, and feel free to scroll down through
15 additional pages as you need.

16 My initial question to you is, do you
17 recognize that as the Redstone subcontract with JF
18 Allen?

19 A Yes, sir. Yes, sir, it is.

20 Q Okay. If you go to page 43, Section
21 301, "Time was of the essence in the subcontract,"

1 correct?

2 A Yes, sir.

3 Q And --

4 A Sorry, Section 43.

5 Q And "Time was of the essence in the
6 subcontract," right?

7 A Yes, sir.

8 Q If you go to page 45.

9 A Okay.

10 Q The Section 501-B, "Final payment," do
11 you see that?

12 A Yes, sir.

13 Q It says, "Upon final completion of the
14 Mobley 5 retaining wall project, an acceptance of
15 the work by Mark West, Liberty Midstream and
16 Resources, LLC, in accordance with paragraph 2.0,
17 work completion schedule of the Mobley 5 retaining
18 wall contract (provisions attached)."

19 Do you see that?

20 A Yes, I do.

21 Q Do you recall those provisions being

1 attached to your subcontract?

2 A So I -- I'm just looking at the overall
3 agreement.

4 So when we -- okay.

5 Yeah, the proposal, August 26, 2014 on
6 page 99?

7 Q No. What I'm asking you is that made a
8 specific reference to paragraph 2.0 work completion
9 schedule of the Mobley 5 retaining wall contract and
10 that I'm reading from page -- from Section 5.01B in
11 your subcontract, Redstone subcontract.

12 Do you see that?

13 A I do see that.

14 Q Okay. And then, if you flip to page 46,
15 in Section 701-E, it says, "Exhibits to this
16 sub-agreement," and the first listed item is
17 "Applicable portions of the construction contract
18 between Mark West."

19 Do you see that?

20 A Can you repeat that, sir?

21 I'm sorry.

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1 Q Sure. On page 46 of the exhibit, there
2 is a heading article seven, subcontract documents,
3 and section 701-E says that, "Exhibits to this
4 sub-agreement include applicable portions of the
5 construction contract."

6 Do you see that?

7 A That is correct.

8 Q Okay. And then if you flip to page 48
9 of the agreement, of the exhibit, that's your
10 signature on the subcontract, right?

11 A That is me, and I remember to this day
12 thinking that I signed the attached and not that.
13 But --

14 Q Now I want you to scroll to page 429 of
15 the exhibit. And again, this exhibit is the Amended
16 Complaint filed by Redstone with the attachments to
17 it.

18 Let me know when you're at page 429.

19 A I am, sir.

20 Q Do you see beginning on page 429 is a
21 document labeled, "Construction Contract Mobley 5

1 Retaining Wall Construction"?

2 Do you see that?

3 A Yes, sir.

4 Q And if you scroll down to Section 2.0,
5 there is the work completion schedule and project
6 completion that's referenced in the section of your
7 subcontract that we looked at a minute ago.

8 Do you see that?

9 A Yes, that's correct. I think you're
10 definitely -- I know what you're saying. So I do
11 recall is that --

12 Q Well, let me ask the question.

13 If you look at Section 2.1, that
14 specifies a project completion date of March 31,
15 2015.

16 Do you see that?

17 A Yes, I do.

18 Q And by virtue of the provisions we've
19 just looked at, that provision clearly is
20 incorporated into your -- Redstone's subcontract at
21 the site, correct?

1 A Yes, it is.

2 Q I was just trying to clarify and help
3 get back to the answer you gave earlier. You were
4 uncertain as to whether this was incorporated.

5 Does this help refresh your recollection
6 --

7 A Yeah. Yeah, I remember. So the --
8 because I'm looking back at the -- like, at the
9 quote and the treed area versus non-treed area, and
10 that kind of gets into the whole, whole other issue.

11 But you know, some of these, you know,
12 term prior to our execution of -- our execution of a
13 subcontract -- and again, I'm, I'm jogging my
14 memory, but it appears that this contract was
15 finalized.

16 You know, we were kind of made aware of
17 some of these conditions, you know, that we
18 obviously subsequently agreed to those conditions as
19 part of our, as part of our contract. That's
20 correct.

21 Q So, my question is when you executed the

1 subcontract, a provision that was incorporated by
2 reference into the subcontract was the project
3 completion date of March 31st of 2015, correct?

4 A That's correct, yes --

5 MR. FITZGIBBON: Can you all just hang
6 on one second? Somebody is banging on my front
7 door. I'll be back in just a second.

8 (A break was taken.)

9 THE WITNESS: The one thing I will say
10 is definitely, as I remember, it seems correct, but
11 you know, as, you know, as kind of the job had
12 changed and evolved.

13 You know, as I said, we had submitted
14 change orders to JF Allen, saying, "Hey, you know,
15 job has increased in size or sequence has changed or
16 laid down area had changed, and that's going to
17 require more money and time."

18 We assumed wrongfully that those change
19 orders were being reviewed and passed along.

20 I don't know if that's material or not,
21 but I'm just being honest about what our assumption

1 was.

2 MR. FITZGIBBON: Okay. And then if I
3 can mark one other exhibit.

4 MR. JACKS: I think we skipped 15, Tim.
5 If you want to do 15. I know we're out of order,
6 but.

7 MR. FITZGIBBON: Did we skip 15?

8 MR. JACKS: That's what I got.

9 MR. FITZGIBBON: Oneeka, do we not have
10 a 15?

11 THE REPORTER: I wasn't in the Exhibit
12 Share. I was kind of following along with Mr.
13 Sunseri. Let me look.

14 Yeah, I don't see a 15.

15 MR. FITZGIBBON: Okay. I'll try to mark
16 this one as 15 then. I'm getting the pinwheel of
17 death.

18 THE WITNESS: Seems to be a phrase coin
19 of this week.

20 MR. JACKS: No matter how inconvenient a
21 Zoom deposition is, I think on the whole, it's still

1 more convenient than all of us driving to any one
2 city anywhere to be sitting in a room together.

3 MR. FITZGIBBON: Under the circumstance,
4 that's absolutely true.

5 BY MR. FITZGIBBON:

6 Q All right. It's populated so let me get
7 that to you.

8 You should have it now, Mr. Walton.

9 (Walton Exhibit 15 was marked for
10 purposes of identification.)

11 A I'm refreshing.

12 Q What was marked as Exhibit 15 is a
13 two-page document bearing bates numbers
14 TIMIB483-484.

15 A Yes, sir, I see that.

16 Q Okay. And the top one appears to be an
17 e-mail from you to Sherry Pusey. Do you see that
18 dated, Friday, June 16, 2017?

19 A I think that -- I don't think that's
20 from me. I think that's from Roger.

21 Q Oh, I'm sorry. My bad.

1 Have you seen this e-mail before?

2 A I was on the e-mail. So I'm sure I --
3 I'm sure I opened the attachment and reviewed it.

4 Q Can you scroll to the second page?

5 A Yes, sir.

6 Q Do you know who Angela Bullock is?

7 A The name rings a bell, but I do not
8 know.

9 Q Well, if we go back to the subject
10 matter, it says, "Letter for Kinsale."

11 Do you see the subject matter of the
12 e-mail?

13 A I do, and I'm speculating that it's
14 somebody who works at Kinsale.

15 Q So, did there come a time that Redstone
16 submitted a claim with respect to the Mobley site to
17 Kinsale?

18 A I believe so, yeah.

19 Q The basis for submitting the claim to
20 Kinsale was because the anchors began failing while
21 the Kinsale policy was in effect, correct?

1 A I think we submitted -- I think it was
2 -- I think, honestly, it was confusing to us.

3 So, you know, we had switched carriers.
4 You know, I think we submitted to Kinsale. We
5 submitted to Liberty and I figured -- I assumed we
6 probably would have figured out where we were
7 covered.

8 Q Well, if I can direct your attention to
9 the second page of the exhibit, there is a heading
10 that says, "Parties Involved."

11 Do you see that?

12 A Yes, sir, I do.

13 Q And then immediately under that section
14 of the bullet points, there's a paragraph that says,
15 "During the construction back in sequence of the
16 project, the anchors that were installed by Redstone
17 started to structurally fail."

18 Do you see that?

19 A I do.

20 Q And, isn't the reason that that
21 information is there is because it started to fail

1 during the Kinsale policy?

2 A You know, I think I go back to the
3 original point being that, you know, when, when the
4 anchors failed, I don't really recollect exactly
5 what time, what anchors failed and what the root
6 cause was related to those initial anchors versus
7 other anchors. I would just be -- I didn't write
8 this letter. So I'd just be speculating.

9 But so, as it relates to what time, with
10 what anchors and insurance strategy related to --
11 because it was Kinsale or because Liberty, I don't
12 think we put that much thought into it.

13 Q Did you review this letter before it was
14 sent to Kinsale?

15 A I did not.

16 Q Mr. Kefover didn't ask for your input
17 into the letter?

18 A No, I was highly uninvolved at this
19 point.

20 Q Earlier there was an exhibit, Exhibit 8,
21 where you had written an e-mail indicating that you

1 wanted to discuss whether the claims -- we wanted to
2 discuss with someone from The Insurance Market
3 whether the claims were covered.

4 Do you remember that e-mail?

5 A Yes, sir.

6 Q What did The Insurance Market tell you
7 when you said you wanted to discuss whether the
8 claims were covered?

9 A I think if I remember, Tim, I believe it
10 was probably with, like -- it probably was a call
11 and they probably said they'd look into it, you
12 know. I mean, we obviously had a lot of lawyers
13 involved at that point.

14 So, you know, I don't remember exactly
15 what Insurance Market said, I think is the honest
16 answer.

17 Q Do you remember with whom you spoken The
18 Insurance Market about it?

19 A I'm sure that Sherry was involved. She
20 was in-house claims lady. She seemed, you know,
21 pretty smart, and you know, I -- I'm sure Roger was

1 on the call.

2 Q And going back to this Exhibit 15, who
3 made the determination to submit the claim to
4 Kinsale?

5 A Exhibit 15 you said, sir?

6 Q Exhibit 15, yes.

7 A Yeah, I jumped back to 8.

8 The -- I assumed it probably would have
9 been the board, shareholders, lawyers, you know.

10 Q Okay. During your tenure at Redstone,
11 did Mark West ever tell Redstone that it had to send
12 fill offsite because it was unable to store it
13 behind the wall?

14 A Send fill off site?

15 No, I don't believe that was the case.
16 I remember we gave up a lay down area and Heath
17 being, like, irate about it, and that gave him some
18 areas to place more of the screened material.

19 MR. FITZGIBBON: Okay. I've got no
20 further questions.

21 MR. JACKS: Rich -- Tim, just off the

1 record for a second.

2 (A discussion was held off the record.)

3 EXAMINATION BY MR. JACKS:

4 Q Michael Jacks on behalf of Redstone.

5 Rich, I just got a few summary questions here for
6 you.

7 The first question is, did Roger Waters,
8 or anyone at The Insurance Market, tell you in
9 September of 2014 that the Kinsale policy did not
10 provide the insurance coverage required by the
11 Mobley contract?

12 A No, we were not told that the insurance
13 required another -- contract was not included in the
14 insurance policy.

15 Q And then, at any point in 2015 when you
16 were -- before the Liberty Mutual policy was
17 purchased, did Roger Waters, or anyone at The
18 Insurance Market, tell you that the upcoming Liberty
19 Mutual policy did not provide the coverage required
20 under the Mobley contract?

21 A No. No, we were not told that the new

1 policy didn't have coverage under the Mobley
2 contract, as required by the Mobley contract.

3 Q At any point, did Roger Waters, or
4 anyone at The Insurance Market, tell you there were
5 exclusions in any of those policies, Liberty Mutual
6 or Kinsale, that would impact your work at Mobley,
7 or coverage for your work at Mobley?

8 A They did not. It's why I had sent the
9 contract over explicitly to ensure that.

10 Q During this time period, again, between
11 -- basically during the Mobley work, based upon what
12 you were told by The Insurance Market, Roger Waters,
13 did Redstone -- and again, you're testifying as a
14 corporate representative of Redstone for this,
15 believe it had the insurance coverage required by
16 the Mobley contract?

17 A Yes, we would have -- that would be the
18 assumption, given that's what we asked for.

19 Q And if, at any point, between September
20 14 and the entire completion of the Mobley project,
21 through August -- or through Redstone leaving the

1 project in August of '15, if The Insurance Market
2 had told Redstone that it did not have the necessary
3 insurance coverage required by the Mobley contract,
4 what would you have done?

5 A We would have gone out to whatever
6 market we could to buy a policy. So that we weren't
7 not insured, as required, and as we represented to
8 the contractor, which we worked for, that we had
9 insurance, especially on a 6.5 million dollar job.

10 MR. JACKS: That's all the questions I
11 have.

12 EXAMINATION BY MR. SUNSERI:

13 Q I have a few questions, follow-up
14 questions to Mike's questions.

15 So again, no one ever told you that
16 insurance coverage was available at the time that
17 you renewed in April of 2015 for that renewal period
18 of April 12, '15 through '16, that insurance was
19 available for Redstone to purchase which would cover
20 the claims which are now the subject of the Mobley
21 site litigation; no one's told you that, have they?

1 A No one told us there was additional
2 insurance to buy, and I think --

3 Q Let me stop you right there.

4 My question is, what type of insurance?

5 No one's told you there was insurance
6 available for Redstone to purchase or that they were
7 even a candidate to purchase insurance at that
8 particular time; has anyone?

9 A We didn't, we didn't ask if there was
10 additional insurance to buy because we assumed we
11 had it in the prior policy.

12 Q But I'm saying subsequent to the denial
13 by Liberty Mutual and Kinsale for the Mobley site
14 litigation and those particular claims, no one's
15 told you that insurance was available for that
16 particular time for Redstone to purchase, which
17 would provide coverage for those claims, correct?

18 A I'm just -- I'm sorry. Are you asking
19 me, after Liberty Mutual and Kinsale denied the
20 coverage, did somebody tell us that there's
21 insurance that we could have bought to cover for

1 those claims?

2 Q Not only to purchase, that you would
3 have qualified for.

4 A We haven't, we haven't speculated on
5 that, like, regarding whether we would have
6 qualified for it at that point in time.

7 Q And while you were at Redstone, did you
8 ever have professional liability insurance coverage?

9 A We did not have professional liability
10 cause we always outsourced all the engineering and
11 all the quality assurance.

12 Q And you understand how an exclusion
13 operates under an insurance policy, don't you?

14 A I understand exclusions exist under
15 insurance. Hence, the reason I hire an agent and
16 tell them what I want in the insurance.

17 Q And have you ever requested a copy of
18 your insurance policy from The Insurance Market to
19 read the policy, to determine if you have insurance
20 for a particular item?

21 A No, because I ask them -- I tell them

1 what insurance I want and they provided that
2 insurance.

3 Q I guess my question is a little bit
4 different than what you understood.

5 My question is, have you ever asked
6 Redstone to review a policy for existing insurance
7 that Redstone had while you were at Redstone, to
8 make a determination as to what coverage you had?

9 A Have I asked Redstone?

10 Q Uh-huh. Have you asked The Insurance
11 Market for a copy of your insurance policy, so that
12 you could determine what coverage you had?

13 A I'm sure we have at some point.

14 Q I'm asking if you have.

15 A I don't, I don't remember.

16 Q Is that something you would have done?

17 A I probably would have asked to see a
18 policy at some point.

19 But I guess my question to you, is that,
20 did that obfuscate all the responsibility of the
21 broker to provide the insurance I asked for?

1 Q This deposition -- I'm asking the
2 questions.

3 A Okay.

4 Q We can talk about that off the record if
5 you'd like.

6 All of your businesses that you have,
7 that you've been involved in, did you ever provide a
8 CGL policy to an insurance broker and said, "This is
9 the insurance that I want"?

10 A No.

11 MR. SUNSERI: That's all the questions I
12 have.

13 MR. JACKS: Tim, do you have anything?
14 I don't have anything.

15 MR. FITZGIBBON: I have nothing further.
16 It sounds like you're finished, Mr. Walton.

17 THE WITNESS: Thank you, guys.

18 (The virtual deposition concluded at
19 1:47 p.m.)

20 (THE REPORTER: Mr. Jacks, are you
21 ordering a copy of the transcript?

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1 MR. JACKS: Yes, please, electronic copy
2 is fine. I don't need a paper copy.

3 MR. SUNSERI: I'll take an expedited.)
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CERTIFICATE OF DEPONENT

I hereby certify that I have read and examined the foregoing transcript, and the same is a true and accurate record of the testimony given by me.

Any additions or corrections that I feel are necessary will be made on the Errata Sheet.

RICHARD WALTON

DATE

(If needed, make additional copies of the Errata Sheet on the next page or use a blank piece of paper.)

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ERRATA SHEET

CASE:

WITNESS NAME:

DATE:

PAGE/LINE	SHOULD READ	REASON FOR CHANGE
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1 State of Maryland

2 City of Baltimore, to wit:

3 I, ONEEKA S. HILL, a Notary Public of the
4 State of Maryland, City of Baltimore, do hereby
5 certify that the within-named witness personally
6 appeared before me at the time and place herein set
7 out, and after having been duly sworn by me,
8 according to law, was examined by counsel.

9 I further certify that the examination was
10 recorded stenographically by me and this transcript
11 is a true record of the proceedings.

12 I further certify that I am not of counsel to
13 any of the parties, nor in any way interested in the
14 outcome of this action.

15 As witness my hand and notarial seal this 5th
16 day of June, 2020.

17 
18

19 ONEEKA S. HILL,
Notary Public

20 My Commission Expires:

21 June 20, 2021

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0001 80:3	130 5:6 67:13	107:1 133:19	20th 3:17
0003 80:3	131 67:17	2.0 141:16 142:8	21 79:18 81:1,7
0005 83:4	133 5:7	144:4	88:16 127:21
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00743 67:4	13th 100:9	20 22:11 101:12	22 55:15
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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

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